

## AGENDA

### COMMITTEE ON ADMINISTRATION/INFORMATION SYSTEMS

**January 15, 2013**  
**Aldermen Greazzo, O'Neil,**  
**Shea, Katsiantonis, Gamache**

**5:30 p.m.**  
**Aldermanic Chambers**  
**City Hall (3<sup>rd</sup> Floor)**

1. Chairman Greazzo calls the meeting to order.
2. The Clerk calls the roll.
3. Communication from Mayor Gatsas requesting closing Hanover Street from the Citizens Bank alley entry to Elm Street on Thursdays for the Farmer's Market.  
*(Note: Referred by the Board of Mayor and Aldermen on January 7, 2013.)*  
**Ladies and Gentlemen, what is your pleasure?**
4. Request from Attorney Susan Manchester, Sheehan, Phinney, Bass & Green, for approval of the Wellington Hill amendment to the Purchase and Sale Agreement.  
*(Note: Referred by the Board of Mayor and Aldermen on January 7, 2013.)*  
**Ladies and Gentlemen, what is your pleasure?**
5. A request to discuss the denial of a Taxicab Driver's License.  
***A motion would be in order to enter non-public session under the provisions of RSA 91-A:3(II)(c).***  
  
***A roll call vote is required on the motion.***

## **TABLED ITEMS**

***(A motion is in order to remove any item from the table.)***

6. Presentation by Robert Cote, President of Brattle Consulting Group, Inc., regarding SubItUp.com and its impact on the Manchester Police Department.  
*(Note: Retabled on 8/30/2010; Police Department to evaluate through December 2010. Originally tabled 4/20/2010.)*
7. Communication from Mayor Gatsas regarding water shutoff for non-payment of EPD bills.  
*(Note: Tabled 9/18/2012; City Solicitor to research NH RSAs.)*
8. Communication from Timothy Soucy, 239 Wells Street, regarding an amendment to zoning ordinance 8.08 Agriculture and livestock.  
*(Note: Tabled 9/18/2012; **Information and a draft ordinance revision have been submitted by the Planning & Community Development Director.**)*
9. Request from towing contractors for a cost of living increase.  
*(Note: Retabled 12/18/2012; Police Department to provide recommendation for rate increase. Originally tabled 11/20/2012; communication is attached from the Police Department.)*
10. If there is no further business, a motion is in order to adjourn.



## CITY OF MANCHESTER

*Theodore L. Gatsas*

*Mayor*

December 31, 2012

Honorable Board of Aldermen  
c/o City Clerk  
One City Hall Plaza  
Manchester, NH 03101

**RE: 2013 Farmers Market**

Dear Honorable Board of Aldermen,

I would respectfully request that the Board of Aldermen consider closing Hanover Street from the Citizens Bank alley entry to Elm Street on Thursday's for the Farmer's Market. Over the course of the past year the Farmer's Market has worked to overcome several challenges. One challenge that has been brought to my attention is the location of the market. With a more centralized location the market would see increased visibility and foot traffic. The alternative location would also bring the public to the downtown.

Thank you in advance for your consideration. Should you have any questions please feel free to contact me.

Regards,

Theodore L. Gatsas  
Mayor

cc: Matthew Normand, City Clerk

In Board of Mayor and Aldermen

Date: 01/07/13

On motion of Ald. O'Neil

Seconded by Ald. Ludwig

Voted to refer to the Committee on

Administration/Information Systems.

  
City Clerk

SHEEHAN  
PHINNEY  
BASS +  
GREEN

PROFESSIONAL  
ASSOCIATION



MANCHESTER  
1000 ELM STREET  
MANCHESTER, NH  
03101  
T 603 668-0300  
F 603 627-8121

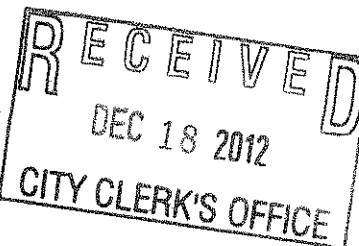
CONCORD  
TWO EAGLE SQUARE  
CONCORD, NH  
03301  
T 603 223-2020  
F 603 224-8899

HANOVER  
2 MAPLE STREET  
HANOVER, NH  
03755  
T 603 643-9070  
F 603 643-3679

BOSTON  
255 STATE STREET  
BOSTON, MA  
02109  
T 617 897-5600  
F 617 439-9363

WWW.SHEEHAN.COM

WRITER'S DIRECT DIAL  
(603) 627-8245  
[smanchester@sheehan.com](mailto:smanchester@sheehan.com)



December 14, 2012

Hon. Ted Gatsas, Mayor  
And Board of Aldermen  
City of Manchester  
One City Hall Plaza  
Manchester, New Hampshire 03101

Re: **Wellington Hill; Request for Amendment  
to Purchase and Sale Agreement**

Ladies and Gentlemen:

Our office represents Sterling Homes, the Purchaser under a certain Purchase and Sale Agreement among it as Purchaser and the City of Manchester, Diocese and others, as Sellers.

On behalf of Sterling Homes, we respectfully request that you approve and sign the enclosed Amendment to Purchase and Sale Agreement.

Sincerely,

  
Susan A. Manchester

SAM/neb

cc: Keith A. Martel  
Thomas I. Arnold, III, City Solicitor  
Denis O. Robinson, Esquire

In Board of Mayor and Aldermen  
Date: 01/07/13  
On motion of Ald. O'Neil  
Seconded by Ald. Ludwig  
Voted to refer to the Committee on  
Administration/Information Systems.

  
City Clerk

## AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "Amendment"), is made by and between Sterling Homes, LLC (or its assignee), with a mailing address of 981 Second Street, Manchester, New Hampshire 03102 (hereinafter "Purchaser") and parties listed on the Schedule of Sellers attached hereto (each "a Seller" and collectively "the Sellers").

WHEREAS, the undersigned entered into a certain Purchase and Sale Agreement dated and executed by the last party on June 24, 2011 ("Agreement") and, in connection therewith, Buyer expended considerable time and money in undertaking due diligence and trying to satisfy various conditions precedent to its obligation to purchase the Premises under the Agreement.

WHEREAS, one of those conditions precedent, namely rezoning the Premises to R-1B was not satisfied and the Purchaser is willing to develop the Property as it is currently zoned (R-1A).

WHEREAS, subject to the modifications set forth herein, the parties desire to continue forward with the transaction set forth in the Agreement on the terms and conditions set forth in the Agreement, as amended hereby without any reduction in the purchase price.

NOW, THEREFORE, for good and valuable consideration received, the parties agree as follows:

1. Subject to the modifications below, the parties hereby reaffirm and readopt the Agreement.
2. Section 8 of the Agreement which reads as follows:

### "8. PERMITTING CONTINGENCY

Purchaser's obligations hereunder are expressly contingent upon its receiving, obtaining and procuring, in final non appealable form, and containing only those conditions that are acceptable to Purchaser, all federal, state, county and local approvals, licenses, permits, variances, special exceptions, leases, agreements and consents necessary from governmental and quasi-governmental bodies, agencies and officials having jurisdiction over the Premises necessary to: discontinue all paper streets and rezone the Premises to R-1B and develop the rezoned Premises as a single family residential (R-1B) development containing no less than eighty-five (85) single family R-1B lots, including roadways, sidewalks, wells, septic systems and all other infrastructure ("Project"), said approvals may include, but are not limited to, re-zoning, variances, site plan approval, subdivision approval, wetlands permits, alteration of terrain permits, septic system approvals, sewer connection and design approvals, private water supply approvals, site specific approvals and/or historic commission approvals (collectively the "Approvals"). If Purchaser shall discover or determine that it is not able to obtain the

Approvals, and so notifies Sellers in writing on or before that date which is one (1) year after the last party executes this Agreement, then Purchaser shall have the right to terminate this Agreement and have the Deposits, together with interest, refunded forthwith, and all the parties shall thereafter shall be released from any further obligations hereunder. Provided, however, so long as that Purchaser has been using all due diligence in pursuing the Approvals, then, at Purchaser's election, Purchaser shall pay to Sellers an additional Twenty Five Thousand Dollars (\$25,000) Deposit upon which Purchaser shall be entitled to a six (6) month extension of time during which it shall obtain the Approvals or failing which, may elect to terminate this Agreement and have the Deposits, together with interest, refunded forthwith. Sellers agree to cooperate with Purchaser's efforts to obtain the Approvals, by, inter alia, executing any and all application forms. The City of Manchester's execution of this Agreement as a Seller is in its capacity as a property owner and such execution shall not be construed as its consent to or recommendation of any of the Approvals."

shall be replaced in its entirety with:

"8. PERMITTING CONTINGENCY

Purchaser's obligations hereunder are expressly contingent upon its receiving, obtaining and procuring, in final non appealable form, and containing only those conditions that are acceptable to Purchaser, all federal, state, county and local approvals, licenses, permits, variances, special exceptions, leases, agreements and consents necessary from governmental and quasi-governmental bodies, agencies and officials having jurisdiction over the Premises necessary to: discontinue all paper streets and develop the Premises as a single family residential (R-1A) development containing no less than eighty-five (85) single family lots, including roadways, sidewalks, wells, septic systems and all other infrastructure ("Project"), said approvals may include, but are not limited to, variances, site plan approval, subdivision approval, wetlands permits, alteration of terrain permits, septic system approvals, sewer connection and design approvals, private water supply approvals, site specific approvals and/or historic commission approvals (collectively the "Approvals"). If Purchaser shall discover or determine that it is not able to obtain the Approvals, and so notifies Sellers in writing on or before February 15, 2014, then Purchaser shall have the right to terminate this Agreement and have the Deposits, together with interest, refunded forthwith, and all the parties shall thereafter shall be released from any further obligations hereunder. Provided, however, so long as that Purchaser has been using all due diligence in pursuing the Approvals, then, at Purchaser's election, Purchaser shall pay to Sellers an additional Twenty Five Thousand Dollars (\$25,000) Deposit on or before February 15, 2014 and Purchaser shall be entitled to a six (6) month extension of time during which it shall obtain the Approvals or failing which, may elect to terminate this Agreement and have the Deposits, together with interest, refunded forthwith. Sellers agree to cooperate with Purchaser's efforts to obtain the Approvals, by, inter alia, executing any and all application forms. The City of Manchester's execution of this Agreement as a Seller is in its capacity as a property owner and such execution shall not be construed as its consent to or recommendation of any of the Approvals."

3. The time period set forth in Section 9 (Financing Contingency), shall be extended to February 15, 2014.
4. Section 16.03 (Notices) shall be amended by deleting “Daniel J. Callaghan, Esquire, Devine Millimet & Branch, PA, 43 North Main Street, Concord, New Hampshire 03301” with “Denis O. Robinson, Esq., Pierce Atwood, LLP, One New Hampshire Avenue, Suite 305, Portsmouth, New Hampshire 03801.”
5. Section 17 (Dedication of Open Space/Deed to City) shall be deleted in its entirety.
6. As amended hereby, the Agreement is ratified and remains in full force and effect.
7. This Amendment shall be effective on the date that the last party hereto signs this Amendment.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have set their hands to the written instrument.

PURCHASER: STERLING HOMES, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Keith A. Martel  
Title:

SELLERS: SEE LIST ATTACHED HERETO



SCHEDULE OF SELLERS		
		PERCENT OF PURCHASE PRICE
<p>_____</p> <p>Witness</p>	<p>CITY OF MANCHESTER, NEW HAMPSHIRE a New Hampshire Municipal Corporation</p> <p>By _____ Hon. Ted Gatsas, Mayor Duly Authorized</p>	38.4%
<p>_____</p> <p>Witness</p>	<p>St. Joseph Cathedral Parish, as designated agent for Roman Catholic Bishop of Manchester A Corporation sole</p> <p>By: _____ Monsignor Anthony R. Frontiero, Rector</p>	37.8%
<p>_____</p> <p>Witness</p>	<p>_____</p> <p>Pamela Weilbrenner</p>	21.9%
<p>_____</p> <p>Witness</p>	<p>_____</p> <p>Barbara Kirk</p>	
<p>_____</p> <p>Witness</p>	<p>ESTATE OF RICHARD KIRK</p> <p>By: _____ Barbara Kirk Administrator</p>	

Witness	Shirley F. Kingsbury f/k/a Shirley F. Stanbro and Shirley Voss	1.4%
Witness	Sharon Brodeur	0.5%



**OFFICE OF THE CITY CLERK**  
**Business Licensing & Enforcement Div.**  
**One City Hall Plaza**  
**Manchester, NH 03101**  
Tel: (603) 624-6348 Fax: (603) 624-6481

17 December 2012

To: Matthew Normand, City Clerk  
From: Kevin Kincaid

Taxi license application- Theresa Johnson Denial

Sir,

On 17 December 17, 2012 Theresa Johnson, 08/20/1989, 12 Dover St, Manchester, NH 03102 applied for a taxi license. Based on review of her New Hampshire Driving Record she was denied a license to operate a taxi in the city. I based my decision for the following reasons;

Ms. Johnson has a previous conviction of operating after suspension. She was convicted on 4/1/10 in Manchester District Court.

Her license was previously suspended on 05/21/10, 05/04/09, 05/16/07, 3/12/06 and 10/26/06.

118.12 (C) (7) Convictions of multiple motor vehicle violations of such a nature and/or number during the 5 years preceding the application as to indicate a habitual or frequent disregard for traffic laws, and the safety of others, using the roads, or for the safety of his fares.

Johnson is requesting a hearing regarding the denial of her application to operate a taxi.

Respectfully Submitted

Kevin M. Kincaid  
Business Licensing & Compliance Coordinator  
Office of the City Clerk



**OFFICE OF THE CITY CLERK**  
**Business Licensing & Enforcement Div.**  
**One City Hall Plaza**  
**Manchester, NH 03101**  
Tel: (603) 624-6348 Fax: (603) 624-6481

Committee on Administration  
Office of the City Clerk  
One City Hall Plaza  
Manchester, NH 03103

## **HEARING REQUEST FORM**

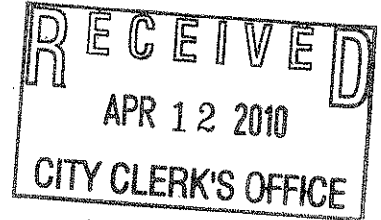
Date: 12-17-12

To Whom It May Concern:

I would like to request a hearing before the Committee on Administration to discuss the decision to deny/revoke my application for a license to drive a taxicab in the city of Manchester.

Sincerely,

Theresa Johnson  
12 Dover St  
Manchester NH 03102  
Theresa Johnson



Mayor Gatsas,

My team and I would like to thank you for the opportunity to discuss SubItUp.com and its impact on the Manchester Police Department.

We would like to give a twenty to thirty minute presentation to the Committee on Administration at their earliest convenience. The goal of this presentation will be to outline SubItUp's functionality, address any questions and discuss scalability, integration and any other technical concerns.

We thank you in advance for your consideration.

A handwritten signature in black ink, appearing to be "R. Cote".

Robert Cote  
President, Brattle Consulting Group, Inc.

*Police Captain F. Tisdell Sign #12  
Committee on Administration  
August 30, 2010*

**Mara, David**

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**From:** Hopkins, Jonathan

**Sent:** Tuesday, April 20, 2010 12:14 PM

**To:** Mara, David

Chief,

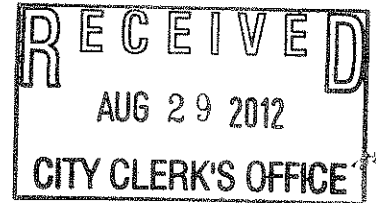
Sub It Up program in my opinion has been successful. We are the first police department to sign onto the system and have been the test market for the program. As with any new product there have been several small items that have needed to be tweaked to make the program do what we want it to do. The system continues to evolve and I do not believe it has reached its total potential.

We currently use the program to process all swaps and other time off request in the patrol division. We also use it to schedule all shifts for four month periods. The rosters are updated automatically as the time off is approved in the system. It is hard to tell if the system has saved us money and I do not believe it has at this point. What it has done however, is made time off request manageable by providing a clear record of the request. It provides us with information as to when request were made, who made them and how many swap are being done per month. This has made it easier for the OIC's to manage their shifts and manpower.

In my opinion the Sub It Up system is a good product and we should continue to use and evaluate it.

Capt. Hopkins

Tabled 9/18/12



## CITY OF MANCHESTER

*Theodore L. Gatsas*  
Mayor

August 29, 2012

The Hon. Board of Alderman  
c/o City Clerk  
One City Hall Plaza  
Manchester, NH 03101

**RE: Water Shutoff for non-payment of EPD bill**

Dear Honorable Board of Aldermen,

I would respectfully request that the Board of Aldermen reconsider the decision regarding the shutoff of city water service for non-payment of city sewer bills.

Recently there was a fire at 333 Central Street where an absentee landlord continued to pay his water bill and neglected to pay his sewer bill. Since the fire in mid-August the building has been condemned and the city will be unable to recover the money owed to the Environment Protection Division (EPD) for sewer service. The current amount owed to EPD for sewer service at the 333 Central Street property is approximately \$6,000. The last payment made by the property owner for EPD service at this property was on July 24, 2009.

I have attached a statement, which includes property taxes and sewer delinquencies, for all properties owned by CGL properties (the current owner of 333 Central Street) in the City of Manchester.

Thank you in advance for your consideration of this matter.

Regards,

Theodore L. Gatsas  
Mayor

In Board of Mayor and Aldermen  
Date: 9/04/12  
On motion of Ald. O'Neil  
Seconded by Ald. Arnold  
Voted to refer to the Committee on  
Administration/Information Systems.

Account description	Property address/description				
Owner name	Tax account ID Roll				
Yr P	Billed amt	Tax due	Pen/int	Other +/-	Costs
			Per diem	Per diem	Total due

0056 -0036			333 CENTRAL		
CGL PROPERTIES, LLC			3504 RE REAL ESTATE TAX		
2008 8L	4476.89	4449.39	2656.39	.00	27.50
			2.19	.00	7133.28
2009 8L	8964.58	8937.08	3762.71	.00	27.50
			4.41	.00	12727.29
2010 8L	8977.38	8949.88	2131.14	.00	27.50
			4.41	.00	11108.52
2011 8L	7623.50	7596.00	471.85	.00	27.50
			3.74	.00	8095.35
2012 1	3519.09	3519.09	65.99	.00	.00
			1.16	.00	3585.08
Property totals	33,451.44			.00	42,649.52
	33,561.44	9,088.08		110.00	
Total per diem:		15.91		.00	

0056 -0036			333 CENTRAL		
CGL PROPERTIES, LLC			103504 WW WASTE WATER DELQ		
2009 8L	1150.74	1123.24	388.18	.00	27.50
			.55	.00	1538.92
2010 8L	2112.23	2084.73	359.72	.00	27.50
			1.03	.00	2471.95
2011 1	500.32	482.32	82.04	.00	18.00
			.16	.00	582.36
2011 2	271.73	271.73	38.08	.00	.00
			.09	.00	309.81
2011 3	282.14	282.14	31.10	.00	.00
			.09	.00	313.24
2011 4	226.62	226.62	18.19	.00	.00
			.07	.00	244.81
2012 1	483.40	483.40	24.33	.00	.00
			.16	.00	507.73
Property totals	4,954.18			.00	5,968.82
	5,027.18	941.64		73.00	
Total per diem:		2.15		.00	

0102 -0015			59 LAUREL		
CGL PROPERTIES, LLC			6832 RE REAL ESTATE TAX		
2008 8L	94.60	67.10	40.06	.00	27.50
			.03	.00	134.66
2009 8L	146.57	119.07	50.13	.00	27.50
			.06	.00	196.70
2010 8L	146.72	119.22	28.39	.00	27.50
			.06	.00	175.11
2011 8L	210.65	183.15	11.38	.00	27.50
			.09	.00	222.03
2012 1	79.06	79.06	1.48	.00	.00
			.03	.00	80.54
Property totals	567.60			.00	809.04
	677.60	131.44		110.00	
Total per diem:		.27		.00	

0102 -0016			51 LAUREL		
CGL PROPERTIES, LLC			6834 RE REAL ESTATE TAX		
2008 8L	3632.10	3604.60	2152.03	.00	27.50
			1.78	.00	5784.13
2009 8L	7281.54	7254.04	3054.11	.00	27.50
			3.58	.00	10335.65
2010 8L	7291.95	7264.45	1729.80	.00	27.50
			3.58	.00	9021.75
2011 8L	6683.09	6655.59	413.43	.00	27.50
			3.28	.00	7096.52
2012 1	3098.56	3098.56	58.11	.00	.00
			1.02	.00	3156.67
Property totals	27,877.24			.00	35,394.72
	27,987.24	7,407.48		110.00	
Total per diem:		13.24		.00	



Account description				Property address/description			
Owner name				Tax account ID Roll			
Yr	P	Billed amt	Tax due	Pen/int	Other +/-	Costs	Total due
				Per diem	Per diem		
<b>0102 -0016</b>				<b>51 LAUREL</b>			
<b>CGL PROPERTIES, LLC</b>				<b>106834 WW WASTE WATER DELQ</b>			
2009	8L	557.44	529.94	183.14	.00	27.50	740.58
				.26	.00		
2010	8L	1725.07	1697.57	292.92	.00	27.50	2017.99
				.84	.00		
2011	1	225.49	217.49	36.99	.00	8.00	262.48
				.07	.00		
2011	2	223.15	223.15	31.28	.00	.00	254.43
				.07	.00		
2011	3	247.44	247.44	27.27	.00	.00	274.71
				.08	.00		
2011	4	275.20	275.20	22.09	.00	.00	297.29
				.09	.00		
2012	1	275.20	275.20	13.85	.00	.00	289.05
				.09	.00		
Property totals		3,465.99		.00			4,136.53
		3,528.99				63.00	
Total per diem:				607.54	.00		
				1.50			
<b>0631 -0006</b>				<b>459 GRANITE</b>			
<b>CGL PROPERTIES, LLC</b>				<b>39982 RE REAL ESTATE TAX</b>			
2008	8L	3076.59	3049.09	1820.38	.00	27.50	4896.97
				1.50	.00		
2009	8L	6161.10	6133.60	2582.38	.00	27.50	8743.48
				3.02	.00		
2010	8L	6169.91	6142.41	1462.62	.00	27.50	7632.53
				3.03	.00		
2011	8L	5308.08	5280.58	328.02	.00	27.50	5636.10
				2.60	.00		
2012	1	2451.83	2451.83	45.98	.00	.00	2497.81
				.81	.00		
Property totals		23,057.51		.00			29,406.89
		23,167.51				110.00	
Total per diem:				6,239.38	.00		
				10.96			
<b>0631 -0006</b>				<b>459 GRANITE</b>			
<b>CGL PROPERTIES, LLC</b>				<b>139982 WW WASTE WATER DELQ</b>			
2009	8L	528.86	501.36	173.27	.00	27.50	702.13
				.25	.00		
2010	8L	1368.85	1341.35	231.45	.00	27.50	1600.30
				.66	.00		
2011	1	312.14	304.14	48.93	.00	8.00	361.07
				.10	.00		
2011	2	269.06	269.06	35.23	.00	.00	304.29
				.09	.00		
2011	3	279.47	279.47	28.23	.00	.00	307.70
				.09	.00		
2011	4	373.16	373.16	26.52	.00	.00	399.68
				.12	.00		
2012	1	352.34	352.34	14.49	.00	.00	366.83
				.12	.00		
Property totals		3,420.88		.00			4,042.00
		3,483.88				63.00	
Total per diem:				558.12	.00		
				1.43			
<b>Grand totals:</b>							
		96,794.84		.00			122,407.52
		97,433.84				639.00	
Per diem:				24,973.68	.00		
				45.46			

Interest amounts shown above are calculated as of 8/29/2012



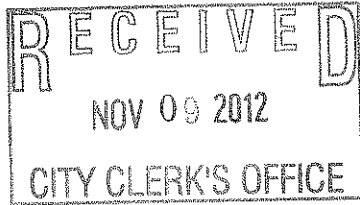
**CITY OF MANCHESTER**  
**PLANNING AND COMMUNITY DEVELOPMENT**

Planning and Land Use Management  
Building Regulations  
Community Improvement Program  
Zoning Board of Adjustment

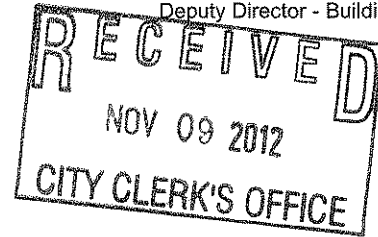
Leon L. LaFreniere, AICP  
Director

Pamela H. Goucher, AICP  
Deputy Director - Planning & Zoning


Matthew M. Sink  
Deputy Director - Building Regulations



**MEMORANDUM**



**To:** Alderman Phil Greazzo, Chairman  
Committee on Administration/Information

**From:** Leon L. LaFreniere, AICP   
Planning Director

**Date:** November 9, 2012

**Subject:** Revisions to the Zoning Ordinance regarding the Keeping of Chickens

Enclosed please find a copy of research material requested by the committee that staff has assembled regarding the keeping of chickens as pets. In addition to the information collected from other communities, staff solicited comments from the Director and staff of the City's Health Department.

Also enclosed for consideration by the committee is a "Draft" of proposed changes to the City's Zoning Ordinance which would allow for the keeping of chickens as pets in residential zones. In reviewing this proposal, please keep in mind that certain restrictions would apply, both for the protection of neighbors as well as the protection of the chickens. We have stamped this proposal "Draft" because we would expect that, seeing this for the first time, some committee members may propose changes and we welcome the input.

I will be available at your next committee meeting to review the enclosed revisions.

“Amending the Zoning Ordinance of the City of Manchester by adding a new accessory use category for “The Keeping of Chickens as Pets”, as well as identifying Zoning Districts where this use is permitted, and providing for supplementary regulations pertaining to the establishment of this use, and associated references applicable thereto.”

Section 1. Amending the Zoning Ordinance of the City of Manchester 5.11 Table of Accessory Uses, as follows:

Add “**The Keeping of Chickens as Pets**” as a new item **L(10)**.

Insert “**P**” in new Accessory Use L(10) The Keeping of Chickens as Pets under the “**R-S**”, “**R-1A**”, “**R-1B**”, “**R-2**”, “**R-SM**” and “**R-3**” Zoning District columns, and insert “-” under all other Zoning Districts.

Add “**8.30**” in new Accessory Use 5.11 L(10) The Keeping of Chickens as Pets under the Supplementary column.

Section 2. Amending the Zoning Ordinance of the City of Manchester Article 8 Supplementary Regulations for Specific Uses, as follows:

Add a new Section **8.30** entitled “**The Keeping of Chickens as Pets**” as follows:

“Chickens kept as pets by the residents of a dwelling unit shall be maintained in accordance with all applicable City of Manchester Ordinances and regulations, New Hampshire RSA 644:8 Cruelty to Animals, as well as the following provisions:

- (a) *Purpose.* It is the intent of this Section to allow for the keeping of domestic chicken hens in residential areas for the sole use and enjoyment of the residents of the lot on which such animals are kept. It is also the intent of this Section to protect and promote the health, safety, and welfare of residents by not allowing chickens of a number and type that would otherwise constitute a nuisance or menace to the public health and safety or cause a disturbance of the peace in neighborhoods.
- (b) *Locations Allowed.* Domestic chickens are allowed as an accessory use on any lot which is at least 7,500 square feet in size, is located in the R-S, R-1A, R-1B, R-2, R-SM, and R-3 zoning districts, and which contains a detached single family home.
- (c) *Number and Type of Chickens Allowed.* Up to six (6) chicken hens of any breed may be kept. Roosters are prohibited.
- (d) *Limitations.* The keeping of chickens shall be for personal use only and the owner of the hens must be a resident of the dwelling situated on the lot where they are kept. No person shall sell eggs or engage in chicken breeding, slaughtering or any commercial activity related to the keeping of the hens.

- (e) *Henhouses and Fenced Areas Required.* All hens shall be kept within structures and fenced areas and shall not be permitted to roam free nor to be kept or raised within the single family dwelling. Structures and fenced areas for hens must be located in side or rear yards and must be set back a minimum of twenty (20) feet from property lines. Henhouses and fenced areas must meet the following standards:
- (1) Henhouses and fenced areas must, at all times, adequately contain the hens, provide them with adequate ventilation, be kept in a neat and sanitary condition, and be maintained in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impact. The henhouse must provide a minimum of three (3) square feet per hen; and
  - (2) Henhouses and fenced enclosures shall be no more than six (6) feet in height, be enclosed on all sides, and shall provide adequate protection for the hens from weather and wild or domestic animals; and
  - (3) The henhouse must be located upon a permeable surface that prevents waste runoff and the materials used in making the henhouse shall be uniform for each element of the structure. The use of scrap material shall be prohibited; and
  - (4) All chicken feed must be securely stored and protected from the elements; and
  - (5) All stored manure shall be composted in a fully enclosed structure or container and no more than three (3) cubic feet of composting manure shall be stored on the involved lot. All other manure not used for composting or fertilizing shall be removed from the property."

Section 3. Amending the Zoning Ordinance of the City of Manchester Table of Contents, as follows:

Add, under ARTICLE 8. Supplementary Regulations for Specific Uses, a new item **"8.30 The Keeping of Chickens as Pets"**.

Section 4. This Ordinance shall take effect upon its passage.

Research Report

On the

Keeping of Chickens

As a

Residential Use

# Keeping of Chickens as Residential Use Matrix

City/Town	Population	Type of Regulation	Note	Applicable Area	Minimum Lot Area (MLA)	Maximum Chickens	Rooster Allowed	Coop Regs	Permit Needed
Amherst, NH	11,201	"Right to Farm" Ordinance	"The right to farm shall... include... raising of... fowl"	Townwide - smallest residential zone is 2.0 acres MLA	NA	No stated max	Yes	NH Ag BMP	No
Barrington, RI	16,310	Town Ordinance	Residential lot must have dwelling(s)	All residential zones - smallest residential zone is 10,000 s.f.	NA	6	No	Yes	Yes
Bedford, NH	21,203	Zoning Ordinance	"... poultry raising"	Residential & Agricultural (RA) district	1.5 acres	No stated max	Yes	No	No
Concord, NH	42,695	City Ordinance	Specifically allows "keeping of domestic female chickens on a lot less than one acre in size"	Lois w/ single family detached dwelling	NA	5	No	Yes	No
Derry, NH	33,109	Zoning Ordinance	"Production or sale of farm produce... shall be allowed, provided that such use is not injurious, noxious or offensive to the neighborhood."	Medium Density Residential (MDR) district	1 acre	No stated max	Yes	No	No
				Low-Medium Density Residential (LMDR) district	2 acres	No stated max	Yes	No	No
				Low Density Residential (LDR) district	3 acres	No stated max	Yes	No	No
Dover, NH	29,987	Zoning Ordinance	"Farm Animals for Family Use" on lot w/ 1- or 2-family dwelling is allowed	Rural Residential (R-40) district	40,000 s.f.	6	No	Yes	No
				Low-Density Residential (R-20) district	20,000 s.f.	6	No	Yes	No
				Medium-Density Residential (R-12) district	12,000 s.f.	6	No	Yes	No
				Suburban Density Multi-Residential (RM4-SU) district	20,000 s.f.	6	No	Yes	No
				Urban Density Multi-Residential (RM-U) district	10,000 s.f.	6	No	Yes	No
				Neighborhood Business (B-1) district	10,000 s.f.	6	No	Yes	No
				Office (O) district	10,000 s.f.	6	No	Yes	No
Keene, NH	23,409	Zoning Ordinance	"Noncommercial raising of farm animals" is allowed use	Low Density (LD) zone	10,000 s.f.	No stated max	Yes	No	No
				Low Density-1 (LD-1) zone	1 acre	No stated max	Yes	No	No
				Medium Density (MD) zone	8,000 s.f.	No stated max	Yes	No	No
Londonderry, NH	24,129	Zoning Ordinance	"Agriculture" is an allowed use	Agricultural-Residential (A-R1) district	2 acres	No stated max	Yes	No	No
				Residential (R-3) district	2 acres	No stated max	Yes	No	No
Nashua, NH	88,494	Zoning Ordinance	"poultry" is an allowed use	Rural Residential (R-40) zone	40,000 s.f.	6	Yes	Yes	Yes
				Suburban Residential (R-30) zone	30,000 s.f.	6	Yes	Yes	Yes
				Suburban Residential (R-18) zone	18,000 s.f.	6	Yes	Yes	Yes
Portland, ME	68,194	City Ordinance	"Domesticated chickens" allowed	Townwide on residential lots	NA	6	No	Yes	Yes
Portsmouth, NH	21,223	Zoning Ordinance	"Keeping of farm animals" is an allowed use	Rural Residential (C) zone	5 acres	No stated max	Yes	No	No
				Single Residential A (SRA) zone	1 acre	No stated max	Yes	No	No
				Single Residential B (SRB) zone	15,000	No stated max	Yes	No	No
Providence, RI	178,042	City Ordinance	"Chicken hares" are allowed on any lot w/ dwelling	Citywide	NA	1 hen per 800 s.f. of total lot area	No	Yes	No
Worcester, MA	181,045	NA	No rules in place yet - keeping of chickens as a residential use is currently under study						

Research as of 10 October 2012

## **Amherst Zoning Ordinance**

City population = 11,201 (2010 US Census)

### **Right to Farm Ordinance**

#### Section 3.12 Farming

Intent: In keeping with the goals of the Master Plan, a **Right to Farm Ordinance** is hereby written to encourage and protect farms and farming in the Town of Amherst. In order to protect the existing farms in the Town of Amherst and to encourage others who might want to farm, it is recognized that “the right to farm” is a natural right and is allowed to exist as a permitted use in the Town of Amherst and State Health and Sanitary Codes for intensive fowl and livestock farms.

The right to farm as used in this Ordinance includes use of necessary equipment, farm machines, farm labors, application of fertilizers etc., for the purpose of producing agricultural products such as vegetables, grains, hay, fruit, trees, plants, etc. The right to farm shall also include the right to use land for grazing by animals and raising of livestock and fowl, when conducted in accordance with generally accepted agricultural practices and may take place on holidays, Sundays, weekends, night and day. (3-13-84)

Agricultural operations and Equestrian operations shall be conducted in accordance with the MANUAL OF BEST MANAGEMENT PRACTICES (BMP) FOR AGRICULTURE IN NEW HAMPSHIRE published by the New Hampshire Department of Agriculture, Markets, and Food. (3.8.05)

Two (2) signs totaling twelve (12) square feet are permitted for farm stands.

## **Barrington, Rhode Island Chicken Ordinance**

City population = 16,310 (2010 US Census)

### **CHAPTER 67. ANIMALS**

#### **§67-1. Definitions**

House Lot.

A "House Lot" shall mean one or more parcels of land which are contiguous and are under the same ownership according to the Tax Assessor's records and which are zoned residential or are residential as a legal non-conforming use pursuant to the zoning ordinance.

#### **§67-19. Maximum Chicken Hens Permitted.**

- (1) The owner of any House Lot containing at least one (1) dwelling may keep or permit to be kept on the House Lot no more than six (6) chicken hens.
- (2) Subsection (1) of this chapter shall be construed to prohibit the raising and/or keeping of roosters.
- (3) All chicken hens must be provided with both a hen house (coop) and a fenced outdoor enclosure, subject to the following provisions:
  - a) The hen house must be covered, predator resistant and well-ventilated; it shall be no more than eight (8) feet high, no more than 64 sq. ft.
  - b) The fence made of chicken wire or a stronger substance shall be no more than six (6) feet in height;
  - c) The hen house must provide a minimum of two (2) square feet per chicken hen;
  - d) The hen house must be kept clean, dry, and sanitary at all times;
  - e) The hen house must be located upon a permeable surface that prevents waste run-off;
  - f) The fenced enclosure must adequately contain the chicken hens at all times;
  - g) The fenced enclosure must be kept clean and sanitary at all times;
  - h) The hen house must provide the chicken hens with adequate protection from the elements and inclement weather and provide for the chicken hens good health and prevent any unnecessary or unjustified suffering;
  - i) The hen house shall not be built onto any shared fence;



- j) The setbacks for the hen house and enclosed area shall be those for the principal dwelling located on the House Lot (*see table below*).
- (4) No chicken hens may be kept or raised within the dwelling.
- (5) The owner of the hen(s) must be a resident of the dwelling located on the House Lot.
- (6) The raising of chicken hens shall be restricted to back yards or side yards; chicken hens shall not be permitted, at any time, on the part of the property directly abutting a main road.
- (7) The keeping of chicken hens pursuant to this section shall be primarily for the purpose of raising chicken hens and collecting the eggs produced thereof; this section shall not be construed to allow for the commercial slaughter and sale of any chicken hens for any purpose.
- (8) Necessary euthanasia of chicken hens shall be performed by a veterinarian licensed to practice in the State of Rhode Island.
- (9) This section shall be subject to the nuisance provisions of Section 67-8.
- (10) The Town Manager, on the advice of the animal control officer, shall promulgate a registration process as a condition precedent to the construction of hen houses and keeping of chicken hens. Such registration shall include:
- a) Inspection and approval of the construction plans by the Building Official
  - b) Payment of a fee to be set by the Town Council each year.

#### **Dimensional Requirements**

	<b>R-40</b>	<b>R-25</b>	<b>R-10</b>	<b>NB</b>
Minimum depth rear yard	30 feet	25 feet	20 feet	20 feet
Minimum width side yards	18 ft. or 10% of The frontage (the Greater of)	14 ft. or 10% of the frontage (the greater of)	9 ft. or 10% of the frontage (the greater of)	15 ft. or 10% of the frontage (the greater of)
Max building lot coverage	15%	20%	25%	30%

**Bedford Zoning Ordinance**

City population = 21,203 (2010 US Census)

“Livestock and poultry raising”

Permitted in:

Residential and Agricultural (RA) (Min. Lot Area = 1.5 acres)

+ + + + +

**Burlington, Vermont**

City population = 42,417 (2010 US Census)

Fowls are not regulated.

**28-5-50 - Keeping of Chickens as Pets Accessory to a Residential Use.**

Chickens kept as pets by the residents of a dwelling unit shall be kept in accordance with all applicable City Ordinances and regulations, RSA 644:8, Cruelty to Animals, as well as the following provisions:

- (a) *Purpose.* It is the intent of this Section to allow for the keeping of domestic female chickens on a lot less than one acre in size for the sole use and enjoyment of the residents of the lot on which such animals are kept, while at the same time to protect and promote the health, safety, and welfare of residents of neighborhoods by not allowing chickens of a number and type that would otherwise constitute a nuisance or menace to the public health and safety or cause a disturbance of the peace in neighborhoods.
- (b) *Number and Type of Chickens Allowed.* Up to five (5) chickens of any breed may be kept on a lot less than one acre in size. Only female chickens are allowed to be kept. Male chickens are prohibited.
- (c) *Limitations.* The keeping of chickens shall be accessory to and on the premises of a single-family detached dwelling and shall be for personal use only. No person shall sell eggs or engage in chicken breeding or any commercial activity related to the keeping of the chickens. On-site slaughtering of chickens is prohibited.
- (d) *Henhouses and Fenced Areas Required.* All chickens kept or raised accessory to a residential use shall be kept within structures and fenced areas and not be permitted to roam free. Structures and fenced areas for chickens, and manure storage areas must be located in side or rear yards and shall not be located within thirty (30) feet of any lot line and must meet the following standards:
  - (1) Henhouses and enclosures must provide adequate ventilation, be kept in a neat and sanitary condition at all times, and in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impact.
  - (2) Henhouses and enclosures shall be enclosed on all sides and shall provide adequate protection for the chickens from weather and wild or domestic animals.
  - (3) The materials used in making the henhouse shall be uniform for each element of the structure and the use of scrap material shall be prohibited.
  - (4) All stored manure shall be covered by a fully enclosed structure or container. No more than three (3) cubic feet of manure shall be stored. All other manure not used for composting or fertilizing shall be removed from the property.

## **Derry Zoning Ordinance**

City population = 33,109 (2010 US Census)

“Production or sale of farm produce by residents of the district. The production or sale of farm produce, as permitted above, shall be allowed, provided that such use is not injurious, noxious or offensive to the neighborhood.”

Permitted in:

Medium Density Residential (MDR) District (Min. Lot Area = 1 acre)  
Low-Medium Density Residential (LMDR) District (Min. Lot Area = 2 acres)  
Low Density Residential (LDR) District (Min. Lot Area = 3 acres)

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## **Dover Zoning Ordinance**

City population = 29,987 (2010 US Census)

“**Farm Animals for Family Use** means animals commonly raised and kept by a family for non-commercial purposes on a lot containing a one or two family dwelling.

Use is allowed on the portion of the lot that is behind the principal structure, provided the following standards are met: Chickens: No more than six (6) chickens and no roosters, with three (3) square feet of chicken coop and twenty (20) square feet of a fenced enclosure yard per chicken; all coops and enclosures shall be twenty (20) feet from any property line.”

Permitted in:

Rural Residential (R-40) District (Min. Lot Area = 40,000 s.f.)  
Low-Density Residential (R-20) District (Min. Lot Area = 20,000 s.f.)  
Medium-Density Residential (R-12) District (Min. Lot Area = 12,000 s.f.)  
Suburban Density Multi-Residential (RM-SU) District (Min. Lot Area = 20,000 s.f.)  
Urban Density Multi-Residential (RM-U) District (Min. Lot Area = 10,000 s.f.)  
Neighborhood Business (B-1) District (Min. Lot Area = 10,000 s.f.)  
Office (O) District (Min. Lot Area = 10,000 s.f.)

+ + + + +

## **Hudson Zoning Ordinance**

City population = 24,467 (2010 US Census)

“Use of land for the primary purpose of agriculture, horticulture, floriculture, or viticulture on a parcel of more than five acres in area.”

Permitted in: All zoning districts

## **Keene Zoning Ordinance**

City population = 23,409 (2010 US Census)

“Noncommercial raising of farm animals”

Permitted in:

Low Density (LD) zone (Min. Lot Area = 10,000 s.f.)

Low Density-1 (LD-1) zone (Min. Lot Area = 1 acre)

Medium Density (MD) zone (Min. Lot Area = 8,000 s.f.)

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## **Londonderry Zoning Ordinance**

City population = 24,129 (2010 US Census)

“Agriculture”

Permitted in:

Agricultural-Residential (A-R1) District

Residential (R-3) District

2.3.1.4.1 “Agricultural livestock, poultry, and horses will not be permitted except on lots containing two acres or more. All buildings, runs, pens, and kennels (excluding pastures) will be located a minimum of 25 feet from any property line.”

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## **Nashua Zoning Ordinance**

City population = 86,494 (2010 US Census)

“Livestock, horses and poultry, . . .”

Permitted in:

R-40 (Rural Residential) zone – Min. Lot Size = 40,000 s.f.

R-30 (Suburban Residential) zone – Min. Lot Size = 30,000 s.f.

R-18 (Suburban Residential) zone – Min. Lot Size = 18,000 s.f.

## **Portland, Maine Chicken Ordinance**

City population = 66,194 (2010 US Census)

Maximum chickens allowed: 6

Roosters allowed: No

Permit Required: Yes

Coop restrictions: Must be 100 feet from any residential property or street border

### **CHAPTER 5 City of Portland Animals & Fowl Code of Ordinances**

Chapter 5 Sec. 5-1 Rev. 7-01-09 5-1

Chapter 5 ANIMALS AND FOWL\*

#### **ARTICLE IV. KEEPING OF DOMESTICATED CHICKENS**

Sec. 5-400. Purpose. The purpose of this article is to provide standards for the keeping of domesticated chickens. It is intended to enable residents to keep a small number of female chickens on a non-commercial basis while creating standards and requirements that ensure that domesticated chickens do not adversely impact the neighborhood surrounding the property on which the chickens are kept. (Ord. No. 152-08/09, 2-18-09)

Sec. 5-401. Permit required.

(a) An annual permit is required for the keeping of any domesticated chickens. The annual permit is personal to the permittee and may not be assigned.

(b) The fee for an annual permit to keep chickens is twenty-five dollars (\$25.00).

(c) An applicant for a permit to keep chickens must demonstrate compliance with the criteria and standards in this Article in order to obtain a permit. (Ord. No. 152-08/09, 2-18-09)

Sec. 5-402. Number and type of chickens allowed.

(a) The maximum number of chickens allowed is six (6) per lot regardless of how many dwelling units are on the lot.

(b) Only female chickens are allowed. There is no restriction on chicken species. (Ord. No. 152-08/09, 2-18-09)

Sec. 5-403. Non-commercial use only. Chickens shall be kept as pets and for personal use only; no person shall sell eggs or engage in chicken breeding or fertilizer production for commercial purposes. The slaughtering of chickens is prohibited. (Ord. No. 152-08/09, 2-18-09) Sec. 5-404. Enclosures. 5-14 City of Portland Animals & Fowl Code of Ordinances Chapter 5

Sec. 5-404 Rev. 3-20-09

(a) Chickens must be kept in an enclosure or fenced area (chicken pen) at all times during daylight hours. Enclosures must be clean, dry, and odor-free, kept in a neat and sanitary

condition at all times, in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impact. The chicken pen must provide adequate sun and shade and must be impermeable to rodents, wild birds, and predators, including dogs and cats. It shall be constructed with sturdy wire fencing buried at least 12 in the ground. The pen must be covered with wire, aviary netting, or solid roofing. The use of chicken wire is not permitted.

(b) Chickens shall be secured within a henhouse during non-daylight hours.

(1) Any henhouse shall be at least twenty-five (25) feet from any residential structure or any other premises on any adjacent lots. The structure shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator and bird-proof wire of less than one (1) inch openings. The use of scrap, waste board, sheet metal, or similar materials is prohibited. The henhouse must be well-maintained.

(2) Henhouses shall only be located in rear yards, and shall meet zoning setbacks applicable to detached accessory structures. For a corner lot or other property where no rear yard exists, a side yard may be used as long as the setbacks for structures generally applicable in the zoning district are met. In no case may a henhouse be placed in the front yard. Henhouses are not allowed to be located in any part of a home. (Ord. No. 152-08/09, 2-18-09)

#### Sec. 5-405. Odor and noise impacts.

(a) Odors from chickens, chicken manure, or other chicken-related substances shall not be perceptible at the property boundaries.

(b) Perceptible noise from chickens shall not be loud enough at the property boundaries to disturb persons of reasonable sensitivity. 5-15 City of Portland Animals & Fowl Code of Ordinances Chapter 5 Sec. 5-405 Rev. 3-20-09 (Ord. No. 152-08/09, 2-18-09)

Sec. 406. Lighting. Only motion-activated lighting may be used to light the exterior of the henhouse. (Ord. No. 152-08/09, 2-18-09)

Sec. 407. Predators, rodents, insects, and parasites. The property owner and/or chicken owner shall take all necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites that may result in unhealthy conditions to human habitation may be removed by the City, through the animal control officer, or any other designee, and the cost of the same shall be borne by the property owner and/or chicken owner. (Ord. No. 152-08/09, 2-18-09)

Sec. 408. Feed and water. Chickens must be provided with access to feed and clean water at all times; such feed and water shall be unavailable to rodents, wild birds and predators. (Ord. No. 152-08/09, 2-18-09)

Sec. 409. Waste storage and removal. Provision must be made for the storage and removal of chicken manure. All stored manure shall be covered by a fully enclosed container. No more than one, twenty gallon container of manure shall be stored on any one property housing chickens. All other manure shall be removed. In addition, the henhouse, chicken pen and surrounding area must be kept free from trash and accumulated droppings. Uneaten feed shall be removed in a timely manner. (Ord. No. 152-08/09, 2-18-09)

Sec. 410. Fees for reinspections. Following the city's issuance of a notice of violation of the requirements hereunder and an order to correct violations, the city will reinspect at the expense of seventy five dollars (\$75.00) to the property owner and/or chicken owner to determine whether the violations have been fixed in compliance with this article. Failure to correct the violation shall result in a penalty imposed pursuant to sec. 4-411 below in addition to the reinspection fee. If the violations have not been fixed in 5-16 City of Portland Animals & Fowl Code of Ordinances Chapter 5 Sec. 5-410 Rev. 3-20-09 compliance with this chapter, the violator shall be assessed a reinspection fee of one hundred and fifty dollars (\$150.00) for each subsequent reinspection. Failure to pay the assessment for reinspection shall create a lien on the property of the violator and the assessment and lien shall be collected and enforced pursuant to section 1-16. (Ord. No. 152-08/09, 2-18-09)

Sec. 411. Penalty. In addition to any other enforcement action which the city may take, violation of any provision of this article shall be a civil violation and a fine of one-hundred dollars (\$100.00) may be imposed. Each day that a violation continues will be treated as a separate offense. This penalty is in addition to any expense for reinspection of the property. (Ord. No. 152-08/09, 2-18-09)

Sec. 412. Revocation of permit. A permit to keep chickens may be revoked where there is a risk to public health or safety or for any violation of or failure to comply with any of the provisions of any other applicable ordinance or law. (Ord. No. 152-08/09, 2-18-09)

Sec. 413. Removal of chickens. In addition to the penalty stated in §4-411, any violation of the provisions of this article shall be grounds for an order from the city to remove the chickens and the chicken-related structures. The health inspector, health officer, or animal control officer may order the removal of the chickens upon a determination that the chickens pose a health risk. If a chicken dies, it must be disposed of promptly in a sanitary manner. (Ord. No. 152-08/09, 2-18-09)

Sec. 414. Separability. In the event that any section, subsection or portion of this article shall be declared by any competent court to be invalid for any reason, such decision shall not be deemed to affect the validity of any other section, subsection or portion of this article. 5-17 An annual permit and fee of \$25 is required to keep up to 6 hens. No roosters allowed. Chickens must be kept in enclosure and no closer than 100 ft to any other property lines.



## **Portsmouth Zoning Ordinance**

City population = 21,233 (2010 US Census)

“Keeping of Farm Animals”

Permitted in:

R (Rural Residential) zone – Min. Lot Size = 5 acres

SRA (Single Residential A) zone – Min. Lot Size = 1 acre

SRB (Single Residential B) zone – Min. Lot Size = 15,000 s.f.

+ + + + +

## **Salem Zoning Ordinance**

City population = 28,776 (2010 US Census)

“Farming and agricultural activities, as defined and restricted by RSA 21:34-a; forestry; the keeping of cows, goats, sheep, horses, and other domestic non-commercial livestock (excluding the keeping of pigs); greenhouses and nurseries as defined in RSA 433:21; provided that no such use shall be allowed on a lot less than five acres in size.”

“Keeping of cows, goats, sheep, horses etc.”

Permitted in:

Rural District

## **Providence, Rhode Island Chicken Ordinance**

City population = 178,042 (2010 US Census)

Max chickens allowed: 6

Permit required: no

Coop restrictions: 1 hen per 800 s.f. of space

### **Chicken Ordinance- Providence**

AMENDING OF CHAPTER 4 OF THE CODE OF ORDINANCES ENTITLED ANIMALS AND FOWL SECTION 1. The Code of Ordinances of the City of Providence is amended as follows:

Sec. 4-4. Keeping fowl. No owner or occupant of any dwelling house shall keep or permit to be kept, any live fowl, geese, ducks or pigeons in any dwelling house or in the cellar of any such house, nor shall any such fowl or pigeons be kept within the city limits.

Sec. 4-37.3. Maximum chicken hens allowed. The owner of any dwelling may keep or permit to be kept on the lot containing the dwelling, one (1) hen per eight hundred (800) square feet of total lot area, with a maximum of six (6) on any lot, provided that: (a) no person shall keep any rooster; (b) all chicken hens must be provided with both a hen house (coop) and a fenced outdoor enclosure, subject to the following provisions: (i) the hen house must be covered, predator resistant, and well-ventilated; (ii) the hen house must provide a minimum of two (2) square feet per chicken; (iii) the hen house must be kept clean, dry, and sanitary at all times; manure must be composted in enclosed bins; (iv) the hen house must be located upon a permeable surface that prevents waste run-off; (v) the hen house must be located at least twenty (20) feet from any dwelling; (vi) the fenced outdoor enclosure must adequately contain the chicken hens; (vii) the fenced outdoor enclosure must be kept clean and sanitary at all times; manure must be composted in enclosed bins; (viii) the hen house must provide the chicken hens with adequate protection from the elements and inclement weather and provide for the chicken hens good health and prevent any unnecessary or unjustified suffering; and (ix) the owner of the hen(s) must be a resident of said dwelling.

(c) no hen house (coop) shall be built onto any shared fence;

(d) no chicken hens may be kept or raised within the dwelling.

(e) all chicken hens must be fed subject to the requirements of section 12-118, and feed must be stored securely;

(f) no chicken hen may be slaughtered except subject to the requirements of section 10-104 et seq. and of the zoning ordinance;

(g) all chicken hens are subject to the nuisance provisions set forth in section 4-47, subsections (b) and (c); and

(h) all chicken hens must be confined between the hours of 9:00 PM and 8:00 AM.

As used herein, lot shall mean one or more parcels of land which are contiguous and are under the same ownership according to the tax assessor's records and which are zoned residential or are residential as a legal non-conforming use pursuant to the zoning ordinance.



# TOWN of CARY

## PL12-021

### STAFF REPORT

Town Council, April 19, 2012

#### Backyard Chickens and Potential Regulations (PL12-021)

Consideration of information regarding potential changes to Town ordinances to allow the keeping of backyard chickens in residential areas in Cary

Speaker: Mr. Jeff Ulma

From: Jeffery G. Ulma, AICP, Planning Director, and Pat Bazemore, Police Chief

Prepared by: Jeffery G. Ulma, Planning Director; Tony Godwin, Police Services Bureau Commander; and Rob Wilson, Principal Planner

Approved by: Benjamin T. Shivar, Town Manager

Approved by: Michael J. Bajorek, Assistant Town Manager

**Executive Summary:** In response to a Council request, staff has investigated the regulatory and administrative aspects of allowing citizens of Cary to keep chickens on their residential lots. We offer a review of major considerations, and provide a recommended set of ordinance changes and use requirements should Council decide to proceed with legitimizing this activity. Staff also discusses resource implications associated with such a program. Staff recommends that Council discuss this issue and provide further guidance and direction about whether to proceed to the next step.

**Background:** The issue of allowing chickens on residential properties was reviewed by Town Council a couple of years ago. Currently, the keeping of chickens in Cary is regulated by the Land Development Ordinance's provisions related to "animal husbandry" as an accessory use (Section 5.3.4. (J)). This activity is limited to larger residential properties zoned R-40 and greater.

#### *(J) Animal Husbandry*

*For the purpose of the section the following apply: Domestic livestock and fowl shall include but not be limited to: chickens, ducks, guinea fowl, turkeys, peacocks, cows, bull, horses, mules, ponies, goat, sheep or llama and the keeping of such animals shall not constitute a public health hazard, safety hazard or nuisance and animals which are typically kept as household pets shall not be considered domestic livestock or fowl. The keeping of certain domestic livestock and domestic fowl shall be allowed as an accessory use on properties intended for low-density residential development (Residential 40 and Residential 80) provided all the following conditions are met.*

- (1) Such animals may not be kept for the express purpose of commercial sale;*
- (2) Cows, bulls, horses, mules, ponies, burros, llamas or other hoofed mammals are limited in quantity per acre in accordance with North Carolina Department of Agriculture guidelines; and*
- (3) Stables for the keeping of hoofed mammals may not be erected closer than three hundred (300) feet to any residence on an adjacent property.*

Additionally, the Town Code has provisions dealing with animals and nuisances related to the keeping of animals. Chickens are currently defined in Sec. 6-3 as domestic fowl, contained within the Domestic Animal definition.

Sec. 6-62(a) prohibits the sale of chickens and Sec. 6-62(b) prohibits chickens in any area of town except those areas zoned for agricultural purposes by the zoning. There are a number of other sections in the Town Code that refer to "animals" generically, which would apply to chickens as well as the more common usage for dogs and cats.

At the Council meeting of February 9, 2012, Council members Frantz and Adcock proposed the study of changes that would be needed to Town of Cary ordinances to allow the keeping of backyard hens on all single-family lots. The sponsors also provided a series of potential guidelines related to permissible locations, possible number of hens,

permitting procedures, limits on certain activities, and various standards that might be incorporated as part of such a program. The entire Town Council voted to direct appropriate staff to research and report back on the matter. The Town Manager advised that staff would return within 60 days.

**Discussion:** Staff members from the Planning, Police, and Legal departments have researched and discussed this topic, and have assessed ordinance changes that would be needed to allow residents to keep chickens on residential lots. Based on our review, we will present information related to the following:

- Background information,
- Ordinances from other communities,
- An assessment of the preliminary guidelines offered by Council sponsors,
- Areas where ordinance changes will be required to effectuate a program,
- A potential regulatory scheme for Council to consider,
- Administrative factors which should be taken into account, and
- Proposed steps and a preliminary schedule for proceeding.

#### Experience of Other Communities

With a growing interest in this topic, especially over the past few years, many communities across the U.S. have dealt with the policy issue of whether to allow them and how to regulate the keeping of chickens (usually referred to as “backyard chickens,” “urban chickens,” or “backyard hens”) in residential areas of their jurisdictions. During all debates on this topic, residents who are against allowing chickens often base opposition on odors, disease, noise, the attraction of predators, and not being in harmony with community character. They often express concerns in the form of nuisance aspects or impacts on adjoining properties that are normally addressed via zoning (property values, for instance). Those in favor of allowing chickens typically mention healthier and better-tasting eggs, environmental-friendliness, and that raising chickens is an enjoyable household activity. Suffice it to say, there is no lack of information about other communities’ regulations. Nor is there a “standard” ordinance that may be pulled from the shelf, since communities craft their regulations to best fit their own situations.

Urban communities that have legitimized this activity include places like Charlotte and Durham, NC; Madison, WI; Missoula, MT; Seattle, WA; and Providence, RI. Other cities have recently evaluated such requests and have decided not to allow them (New Rochelle, NY and Rapid City, SD), or have permitted them only in portions of the community (e.g., Nashville, TN).

Using a nearby example to illustrate the potential extent of such provisions, the Durham City Council adopted comprehensive regulations in 2009 that allow citizens throughout the City to keep no more than 10 female chickens (no roosters) in single family and townhouse developments for personal use, as long as a permit is obtained and certain standards are met. Residents are required to obtain a Limited Agriculture permit from the City-County Planning Department. The permit requirement enables administration and enforcement, and ensures that chicken owners are aware of the standards. The permit requirement includes notice to neighbors and administrative review by the Planning Director if any neighbor objects. The permit fee is the same as the fee for a home occupation permit (\$25). A building permit could also be required for a chicken coop as an accessory structure if any dimension of the coop is 12 feet or greater and the total square footage is 144 feet or greater. If a building permit is required, the applicant constructs the coop and locates it on the site and then contacts Inspections to request an inspection. The Inspections Department inspects the coop and issues a building permit, if appropriate. Note that this example is not offered to suggest that provisions for keeping chickens in Cary should be modeled exactly as the Durham situation.

In terms of resource materials about how to manage a home flock of hens, examples are available from university agriculture departments and agricultural extension offices. The North Carolina Agricultural Extension Service, part of NC State University’s College of Agriculture & Life Sciences Department, makes numerous articles and reports available, including “Keeping Garden Chickens” with 16 pages of information for interested readers.

### Provisions and Procedures Within Backyard Chicken Ordinances

Review of many examples shows that the common features of most adopted ordinances address these items:

1. Districts or locations allowed
2. Number of birds
3. Roosters
4. Slaughtering
5. Enclosure requirements (coops)
6. Setbacks
7. Permitting procedures and fees
8. Enforcement

Within these common components, however, there are varying approaches that are used. For instance, some communities allow a couple of chickens without a permit, and then only require a permit for more birds beyond that limit. Or the city may specify the maximum number of birds for all properties or base the maximum number of hens allowed in relation to the characteristics of the property (setbacks, lot size). In some communities, the coop setback is measured from the property line whereas other ordinances measure this distance from the neighboring house. And many ordinances have extensive provisions dealing with the construction requirements of chicken coops and fenced pens (materials, space for each bird, windows and doors, etc.).

Other, less common, provisions deal with things such as gaining consent from neighbors or explicit management requirements for property owners (storage of feed or disposal of waste). Additionally, some ordinances are adopted for a trial period before becoming permanent, or have limits on the total number of permits that will be issued during the trial run.

From an administrative standpoint, backyard chicken ordinances are typically handled by planning, animal control, health, permitting, or other operational departments, and often require a combination of such agencies to manage the program.

### Evaluation of Preliminary Guidelines and Recommended Standards

Council requested that staff consider a set of preliminary conditions that would govern the keeping of backyard hens in Cary. The following table presents these items. Within the table, staff offers comments or observations on these suggested guidelines, and also provides suggested provisions that Council may wish to discuss further or consider instead.

Feature	<i>Suggested Requirement</i>	Staff Position/Comments	Option/Alternative
Locations Allowed	<i>This amendment applies to single family detached homes only</i>	Agree. (Note: this may raise equity questions since there may need to be some consideration for allowing in other residential development if sufficient space exists)	Single-family residential zoning districts or single-family detached lots in R-80, R-40, R-20, R-12, R-8, TR
Roosters	<i>No Roosters</i>	Agree	No roosters
Slaughter	<i>No backyard slaughter</i>	Agree	No backyard slaughter
Nature of Activity	<i>Chickens may be kept for personal use only – no raising chickens for re-sale</i>	Agree. Residential lots within a municipality should not be used for raising of agricultural products	Kept for personal use only and chickens may not be sold
Number of Chickens	<i>A maximum of eight chickens allowed per property</i>	Disagree. Most ordinances do not allow that many chickens, or require a larger lot for that many. Further, on average, chickens can produce over 250 eggs per year. If the purpose of keeping them is to have a supply of fresh eggs for	Four

		a typical family, staff questions whether it is necessary to allow that many chickens. We believe that a lower number is reasonable.	
Permits and Fees	<i>Recommend an annual license fee of \$10.00 total (not per chicken)</i>	Disagree. To offset some of the cost of administering and enforcing backyard chickens, this permitting/license fee should be higher. \$10 per year does not begin to cover the staff time and resources involved in processing a permit, much less overseeing a new program, especially if Council expects inspections to occur to ensure compliance with any ordinance standards.	\$50 per residence, annually
Lot Requirements	<i>No free-range. Chickens are to remain in the chicken coup, run or fenced in yard when unsupervised. May be allowed in front yard with supervision</i>	Agree that chickens should be kept in enclosed areas within back yards.  Disagree with allowing chickens in front yards. Staff does not see the necessity, believes that the initial approach should not provide this option, and feel that it will complicate administration and enforcement.	Per zoning districts listed above; no other lot size requirements
Effective Date	<i>Delay the implementation of the proposed ordinance amendment for three months to allow Homeowner's Association the opportunity to address this issue if they so desire</i>	No strong opinion. (See discussion within report)	Upon adoption
Coop & Pen Construction	<i>Chicken Coup (sic): Chickens must be provided a covered, predator resistant housing structure that is designed in such a way that allows for ventilation, ease of cleaning and provides a minimum of two square feet per chicken. The coup (sic) should be held to standards similar to what we require for storage sheds and give the appearance of professional design and construction</i>	Agree that minimal, basic construction standards should be considered for coops. Aesthetic standards are difficult to establish and enforce. (Note: other than setbacks, there are no standards for the appearance of storage sheds).	Language TBD
Setbacks	<i>Apply appropriate setback requirements. Understanding that every lot is different, we are</i>	Agree. (Note: depending upon differing lot sizes, established setback requirements, and the location of structures on lots, staff	Coops shall be set back the same distance from rear and side yards as the principal structure on the lot. This



	<i>looking for staff guidance on how to best protect neighbors by ensuring that the chicken coop is located closer to the chicken owner's home than their neighbor's</i>	cannot guarantee that a coop would necessarily be located closer to an owner's house versus a neighbor's)	<p>will vary by zoning district.</p> <p>This distance is measured from the chicken coop owner's property boundaries and not from adjoining buildings (which can be problematic to measure and which does not account for future additions or new buildings on the adjacent lot).</p> <p>This approach places the burden on the coop owner, makes administration and enforcement "self contained," and is not dependent on what occurs or may occur in the future on nearby properties.</p>
Waste management	<i>Allows for folks to compost hen's fecal matter – current ordinance prohibits composting fecal matter of "household pets". Clarify chicken/hens NOT a household pet if necessary.</i>	Agree	Language TBD
<b>Other Considerations</b>			
Trial Period		No	An ordinance can always be assessed and changed in the future if outcomes are not as expected or desired.
Approval or Permission from Neighbors		No	<p>If reasonable standards can be developed and enacted, this should not be incorporated into the ordinance.</p> <p>Such a requirement puts this unique step into only one specific land use, and would set up a situation where land uses are regulated based on subjective and changing situations (e.g., neighbor conflicts or occupants move).</p>

### Cary Ordinance Changes

The Cary Town Code includes provisions dealing with general laws, while the Land Development Ordinance (LDO) regulates all land uses and related development activities (technically, the LDO is known as "Appendix A" of the Town Code). A series of ordinance changes will be needed to address this issue should Council decide to legitimize the keeping of backyard chickens.

A preliminary list of potential changes that staff has identified include the following:

### Town Code Changes

Staff recommends that the Code be adjusted in a number of ways.

1. Amend definitions to better define livestock and domestic fowl. Chickens may need to be independently defined so as to not open the door for other types of domestic fowl (pigeons, ducks, turkeys, etc.).
2. Remove language in Sec. 6-62(b) that groups chickens together with "livestock" and prohibits the keeping of chickens in the Town.
3. Add language in Sec. 6-65 to include prohibiting chickens from running at large.
4. Alter language in Sec. 6-71 to address chicken related nuisances and better define what nuisance issues staff will be able to address through the Town Code.

### LDO Changes

The LDO will need to be changed to establish the keeping of a limited number of backyard chickens. This could be handled by a set of amendments that add this use as an accessory use in certain residential districts. Such provisions would be placed in Section 5.3 of the LDO. We would also need to add appropriate definitions to Chapter 12.

### Relationship to Private Restrictions or Covenants

One consideration raised by the sponsors of this idea was a three-month delay in the effective date of any ordinance revisions to allow homeowners associations to work on their own deed restrictions related to this subject. Staff assumes that the purpose of this delayed starting date is to allow associations to review and strengthen existing covenants to preclude the keeping of backyard chickens if they currently do not address this matter but the Town of Cary enacts a public law that will now permit this practice.

Staff does not believe that this will be a sufficient period of time for associations to conduct the necessary steps to make this occur, although adding this period of time to the amount of time it will take to amend the Town Code and LDO might be sufficient – if homeowners associations do not wait until any ordinance changes are adopted. This will require HOA's to begin their activities in parallel with the development of any ordinance provisions. In any case, staff sees no other issues with a delayed effective date of Town ordinance provisions should that be desired.

**Future Steps and Schedule:** If Council is still inclined to consider ordinance amendments to allow the keeping of backyard chickens, staff will need to move forward with preparation of the actual ordinance language and creation of required legal notices and advertisements to introduce them. Since changes to the Town Code do not require public hearings, but changes to the LDO will, we recommend that all code amendments be included in one set of amendments and follow the LDO text amendment process. Thus, if Council directs staff to proceed with the preparation of draft language, we believe that we could meet the general timeline of events presented below. More time may be needed for legal advertisements or if the approach changes during the public consideration process.

Review and Direction by Town Council	April 19
Town Council Public Hearing	May 24
Planning & Zoning Board Work Session (Optional)	May 29
Planning & Zoning Board Regular Meeting (Note: P&Z Board does not conduct public hearings on LDO text amendments, but Council could direct such a hearing)	June 18
Town Council Action	June 28 or July 26

**Summary:** Staff strongly recommends that any program to allow the keeping of backyard chickens in Cary take a minimalist approach, at least initially. The overall set of regulations should be simple, yet effective, and allow adequate safeguards for adjoining properties considering the nature of the land use being regulated. Any rules should be purposefully designed to be easy to administer. For example, measuring setbacks of coops from the chicken owner's property line and not from adjacent structures is a much-preferred standard since this can be done

without needing to gain access to a neighbor's property. Further, any ordinance should not include requirements that are unenforceable, set unreasonable expectations, and/or lead to numerous complaints that will consume considerable time to resolve. For instance, inclusion of rules about levels of odor or noise of chickens, or extremely detailed requirements that allow for constant questions about compliance should be avoided to the maximum degree.

**Fiscal Impact:** Staff from both Police and Planning believe that implementation of this program will definitely generate increased demands on both departments. We will need to respond to inquiries, administer the submission and review of applications for permits, track and monitor permits, conduct field inspections, and investigate complaints. These departments do not currently have excess capacity to take on these additional responsibilities.

Depending upon the nature and extent of permitting and inspections provisions in any future regulations, the exact resource implications can vary widely. Coupled with no way to predict the actual extent of citizen interest in keeping backyard chickens, we cannot accurately identify exact resource needs at this time.

However, considering the increased demands on enforcement and animal control staff in the Planning and Police departments, this initiative will likely warrant additional staffing resources equivalent to some portion of a full-time position. (For reference, the Planning Department has had three zoning enforcement officers since the late 1990's; during that time, the town's corporate limits has grown from 41 square miles to 56 square miles (not including the extraterritorial jurisdiction that must also be administered), and the municipal population has increased from 83,000 to 141,000 residents.)

**Staff Recommendation:** Council is requested to discuss this issue in more detail and provide further guidance and direction on whether, and how, you wish to proceed in this matter.



Per your request, here are some of the variables to consider upon making a determination whether to allow the raising of chickens in an urban setting.

The UNH Cooperative Extension has some guidance for raising chickens that is worth reviewing for best management practices. The online link is:  
<http://extension.unh.edu/Agric/AGDLEP/Poultry/chickens.htm>

## **Things to Consider**

### **Restrictions on keeping chickens**

1. Generally, in areas that allow them, you can keep chickens provided it is not causing a noise, odor or pest nuisance for neighbors.
2. In Manchester we have noise, and pest nuisance ordinances, though they should reflect chickens specifically if it is so desired. Police typically respond to noise complaints, and both the Health department and Building department currently respond to general sanitation complaints. The Zoning Office generally have purview over accessory structures for setback and use.

### **Safety and Welfare of Chickens**

1. Housing: chickens must have somewhere safe and secure and weatherproof to roost at night, and that the hen house is light-proof. This will keep them quiet until they are let out. They should be shut in every night and let out again in the morning, or they will start making noise at dawn.
2. Proper construction of coops may require a building permit, compliant with appropriate setbacks and other Zoning, Building regulations.

### **Food and Water:**

1. Poultry should have continuous access to cool, clean water and an appropriate diet that is both plentiful and nutritional. The tendency to feed chickens table scraps is not uncommon and hard to regulate yet these food items may result in the attraction of unwanted pests (rats, mice, pigeons etc...).

2. Typically store bought chicken feed is high in protein and follows that when it gets wet and decays it can create strong nuisance odors. When excessive feed is allowed to accumulate, the potential for odors to become a nuisance also increases.
3. Much in the same way a compost pile is not prohibited, keeping a compost pile using proper techniques is important to reducing the likelihood of complaints and attracting unwanted pest species.

### **Health / Disease Control**

1. Young children, the ill and the elderly are more prone to disease and so particular care should be taken to remove the risk of illness, which emphasizes the need to regularly clean the coop, feed, and waste disposal areas.
2. Salmonella is the primary concern associated with chicken and eggs. All chickens are likely to carry Salmonella (as do turtles, and many lizards such as Iguanas). In terms of exposure from pets, chickens are no more likely to carry it than parakeets, and pet reptiles are far more likely culprits. Good hand-washing practices are always important after handling animals.
3. Avian Flu has not been associated with home coops in the United States.
4. Birds typically require daily care (every day, morning and night), in order to help remain healthy and free from injury and disease.

### **Pest Control**

1. Keep all food in dry rat-proof containers.
2. Regularly clean the coop so as to not accumulate fecal wastes or become an attractant to vermin. Regularly removing soiled bedding from the coop will help to prevent it from becoming an attractant to vermin.

### **Noise**

1. Neighbors might not like to hear the sounds of a rooster crowing, and may complain. Where a noisy rooster may be acceptable in the countryside, it may not be viewed as acceptable in a urban setting.
2. Appropriate construction of the pen/coop is essential to keeping the chickens safe / quiet. A coop that fails to keep the birds safe and allows access to potential predators may create a potential late night disturbance.

### Overall Items for Consideration:

Number and types of chicken/s (hens only?);

Set backs to: surface water, property lines / structures;

Use (Commercial / Selling / Slaughtering/pets);

Aggregate effects (if every house has 3-6 chickens in an area, is that fair to the one neighbor who has none?);

Sanitation: vermin attraction / cleaning frequency and odors;

Construction standards for the coop, building permits required? Enclosed / roaming birds?

Lot size: Minimum lot size per # of chickens allowed?

Enforcement: Permits required (e.g. dogs, cats – what is the definition of a pet?)

Waste Disposal: Approved containment and methods as well as frequency.

**Belfast Me:** City has a proposal of amendments to ordinances for the purpose of providing standards for the keeping of domesticated chickens. It is fairly detailed and can be found here :

<http://www.cityofbelfast.org/Chickens-Ordinance%20Amendment.shtml>

**Some other unverified but sample Chicken ordinance provisions in other communities.** <http://www.sailzora.com/Chicken%20Laws.htm>

- **Concord, NH:** (Title 1, Ch 13, Art 13-1) Unspecified number allowed. Cannot be a public nuisance or health hazard.
- **Bedford, NH:** Section 45 of the zoning ordinance states: keeping or raising of livestock and poultry on the premises of any lot or open space within a Cluster Development is prohibited. Only allowed in 'agricultural zones'.
- **Nashua NH:** Limited areas allowed via Zoning for Agricultural areas
- **Biddeford, ME:** (Part II Ch 10 Art 1) Chickens allowed in the city, no restrictions.
- **Sykesville (Md.)** was looking to amend one of its residential ordinances to allow residents to keep up to 12 hens as pets on property 10,000 square feet or greater. Hens would be allowed, but *roosters would be outlawed*. The county permits up to six chickens on property that's less than 3 acres. The town would also have to figure out a fine for chicken violators.
- **Boston, MA:** (Ch. 16, Sec 16.18A) Chickens allowed by permit, fee \$20. Additional \$10 fee for over 50 chickens.
- **Cape Elizabeth, ME:** pet chickens allowed! (Not for profit only)
- **Westbrook, ME:** in the process of changing their law to allow chickens in the city (as of 5/17 the board's unanimous recommendation would limit residents to six birds on plots of land 10,000 sf or more.)

- New Haven, CT: Unspecified number allowed. Cannot be a public nuisance or roam at large.
- New York City. Must have permit for chickens. Must be kept clean. No other poultry allowed, no roosters.
- Montpelier, VT: (Ch 8 Art 1 sec 5-6) Chickens must be kept in enclosure.
- Catawissa, PA. Chickens must be confined, no closer than 10 feet from neighboring properties, kept clean with no odors emanating across property lines.
- Syracuse, NY. No roosters.
- Anaheim, CA: (Title 8, Ch 8) Annual permit fee for any number or hens.
- Mobile, AL. Unlimited chickens allowed. No breeding, no roosters.
- Buffalo, NY: ((Part II, Ch 78 Art1 Sec78-1) Unspecified number allowed, no permit, cannot be detrimental to public health.
- Hartford, CT: (Part II, Ch 6, Sec 4-6) Unspecified number allowed; must not be detrimental to public health.
- Baltimore, MD: (Title 17 Sub 3 Sec 17.300) Chickens allowed in the city.
- Rockville, MD: (Ch 3) Chickens allowed in the city.
- Wenham, MA. Chickens allowed, but the town may restrict your operation if it causes a public nuisance (noise) or public health issues.
- Burlington, VT. Up to 3 fowl per household.
- South Portland, ME: Requires hens to be penned and areas kept clean. Limits the number to six..

In addition to density, coop design, food storage, and nuisance issues are waste storage and disposal.

Notes per:

Stephen K. Crawford, DVM  
 New Hampshire State Veterinarian  
 25 Capitol Street  
 Concord, NH 03301  
 603-271-2404

These comments are offered by Steve Crawford, DVM NH State Veterinarian, for keeping poultry in areas that are not currently zoned for agriculture use.

RSA 21:34-a includes "the raising, breeding, or sale of poultry or game birds" as agriculture, so these are explicitly allowed in areas zoned for agriculture.

Food / waste storage



From our pet shop / shelter licensing regulations, we use these standards, [http://www.gencourt.state.nh.us/rules/state\\_agencies/agr1700.html](http://www.gencourt.state.nh.us/rules/state_agencies/agr1700.html). For food storage: *Supplies of food and bedding shall be stored in facilities which adequately protect such supplies against infestation or contamination by vermin. Refrigeration shall be provided for supplies of perishable food.* For waste disposal we rely heavily on Department of Environmental Services rules:

(d) The following provisions for waste disposal shall be made:

(1) Any waste that would be considered infectious waste under Env-Sw 904.01 shall be stored, treated, transported and disposed of pursuant to Env-Sw 904;

(2) Provision shall be made for the removal and disposal of:

- a. Animal and food wastes;
- b. Bedding;
- c. Dead animals; and
- d. Debris; and

(3) Disposal facilities shall be constructed to provide and operate so as to minimize:

- a. Vermin infestation;
- b. Odors; and
- c. Disease hazards.

As a first line or an adjunct to your office's efforts, you can utilize the complaint statutorily-established process for manure management through this department. The Best Management Practices for manure management and the complaint resolution process (pg 40-46) are laid out here, <http://www.nh.gov/agric/divisions/markets/documents/bmp.pdf>.

#### Density / coop design

General guidelines from the UNH Cooperative Extension are here, [http://extension.unh.edu/resources/files/Resource000471\\_Rep493.pdf](http://extension.unh.edu/resources/files/Resource000471_Rep493.pdf). Obviously, necessary space is dependent upon how many birds are kept, and whether they are kept only in the coop or allowed to roam about the yard. A coop can be smaller if birds roam during the day and are only contained at night. As well, the footprint of a coop is not the only consideration for flocks of laying hens since these birds can use vertical space (e.g. a 6 foot high coop with

perches both high and low can hold as many birds as a coop with a lower roof but a larger footprint). Note that the Cooperative Extension guidelines do not account for vertical space, or for cages which can also reasonably house birds as long as densities and other considerations are managed appropriately.

#### Nuisance issues

Generally, noise from flocks of chickens is minimal - laying hens typically do not crow and chickens raised for meat are generally butchered at an age when they have not yet begun to crow. In non-agriculture zones, crowing roosters may be handled as a barking dog would? Noise from other poultry such a guinea fowl could be handled in a similar fashion.

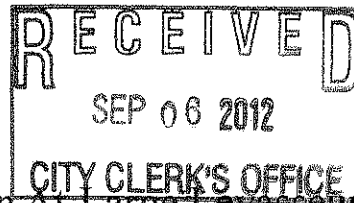
Poultry are good at insect control, so this is not frequently a problem unless food and waste management are not adequate.

Odors are also not typically a problem if waste is appropriately removed and disposed. You are likely familiar with RSA 147:13 **Offensive Matter**. – If a person shall place, leave, or cause to be placed or left, in or near a highway, street, alley, public place, or wharf or on a private disposal site or shall allow to be exposed unburied, any animal or other substance liable to become putrid or offensive, or injurious to the public health or deposits garbage or refuse on premises not designated for waste disposal in accordance with RSA 149-M or other provisions of law, such person shall be guilty of a violation, and the health officer shall remove or cause to have removed the same. Nothing in this section shall be construed as affecting authorized collections of garbage or refuse for public dumping facilities.

*Feed is protein based and stinks when wet  
must be stored properly, also rodent proof*

Tabled 9/18/12  
Sept 9, 2012

To City Clerk Normand:



After speaking with Alderman At-Large Levasseur he has agreed to assist me with the process of changing the ordinance involving Livestock within the city.

It has come to my attention that the proper way to achieve an ordinance change is through the committee process. I am seeking a change in Zoning Ordinance 8.08 A. I would like to have this reach the appropriate committee for their next meeting. If you could please forward this to the appropriate channels to allow for this process to begin it would be greatly appreciated.

I appreciate your time in this matter and if you have any further questions please do not hesitate to contact me by phone at (603)396-5786 or by E-mail at [ts76nh@comcast.net](mailto:ts76nh@comcast.net).

Sincerely

A handwritten signature in cursive script that reads "Timothy Soucy".

Timothy Soucy



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# Housing and Space Guidelines for Livestock

As New Hampshire becomes more urban, the potential for conflict between the farming and non-farming communities increases. By using best management practices\*, farmers can greatly reduce or eliminate problems of odor and fly control, pesticide drift, contamination of surface and ground waters, and damage to neighboring crops. With best management practices in place, farming activities are compatible with other land uses in urban environments.

Farming activities may involve full-time, part-time or backyard farmers. Existing commercial farms are protected by the Right to Farm Law. This allows for properly managed agricultural enterprises to continue operating in residential areas.

## Housing

Most farm animals need some shelter in the winter time, but their natural coats allow them to endure much colder temperatures than people can tolerate. When animal housing is designed for human comfort, it can actually be too warm and unhealthy for animals. Buildings with plugged air cracks and windows covered with double plastic are often poorly ventilated. This situation can result in a buildup of moisture and animal odors, creating an unhealthy environment.

A simple, three-sided shelter with an open front will meet the needs of many farm animals and is often the building of choice to raise healthy livestock. When designing a three-sided animal shelter, make sure the open side faces the south away from prevailing wind. Locate the structure on an elevated, well-drained site and make it accessible for feeding and materials handling.

There are several factors to consider when planning adequate livestock shelter in cold weather:

- **Air quality:** An animal shelter should either be open, with provisions for natural ventilation, or enclosed, using fans and proper air inlets around the ceiling perimeter to provide ventilation. Tight buildings result in a buildup of respiration gases and animal odors, which can irritate the animals' lungs and cause pneumonia.
- **Drafts:** Animals can stand cold temperatures, but you should protect them from drafts. Constructing panels in front of an open building can reduce drafts. When animals are allowed to run loose in a pen, instead of being hitched, they will search for the most comfortable spots.
- **Dry bedding area:** Animals will be comfortable in the cold if they have clean, dry bedding. A thick, dry bed provides insulation from the cold ground and decreases the amount of energy the animal has to expend to keep warm. Shelter from the snow and rain allows an animal's coat to remain dry, to provide maximum insulating value.

- **Fresh water:** All animals need water to survive. Under cold conditions, provide fresh water often or use freeze-proof watering devices.
- **Adequate food:** Animals can endure severe cold temperatures if they eat enough food to maintain their energy reserves. Animals need food for growth and maintenance. They require additional amounts of good quality feed during cold weather to allow for the extra energy expended in keeping warm. Hay racks or feed bunks will properly dispense forages to reduce waste.

### Space

Refer to the table on the next page for estimates on the space needs of various animals for exercise yards and pasture. You will not need a pasture as long as you provide adequate purchased feed, have an exercise yard and develop a sound plan for manure management.

If you do provide pasture, the number of animals it will support per acre depends on soil fertility and environmental considerations. *Rotational grazing* — the practice of sectioning off one section of a pasture with electric fencing and confining animals in that section, then repositioning the fence and moving animals to another section — prevents pastures from being overgrazed and will support more animals than one large unimproved pasture of equal size.

The following table lists the minimum space requirements, housing types and fencing needs of various farm species, along with the number of animals that will meet the food, fiber, recreation and other needs of an average family farmstead. Use it only as a rough guide.

*(Note to municipal planners: The minimum space and housing guidelines in the chart apply to both commercial farms and backyard operations. However, you should **not** apply the numbers of animals suggested in the “Family Needs” category to commercial farms when drafting ordinances regulating agriculture in your community.)*

\*Refer to the “Manual of Best Management Practices (BMPs) for Agriculture in New Hampshire” for specific guidelines on proper animal waste handling and barnyard management. To request a copy, call the New Hampshire Bureau of Markets at (603) 271-3685.

*Fact sheet and table developed by David C. Seavey, Extension Agricultural Resources Educator and John C. Porter, Extension Dairy Specialist. Updated 6/2009, by John C. Porter, Extension Professor and Dairy Specialist, Emeritus.*

**Visit our website: [ceinfo.unh.edu](http://ceinfo.unh.edu)**

*UNH Cooperative Extension programs and policies are consistent with pertinent Federal and State laws and regulations on non-discrimination regarding age, color, handicap, national origin, race, religion, sex, sexual orientation, or veterans status.*

**Suggested Space and Housing Guidelines for Fully Mature Farm Animals**

Animal Unit	Horse	Beef Cow	Dairy Cow	Dairy Goat	Pig	Sheep	Hen	Broiler	Turkey
Enclosed Housing Area/Animal	1 horse - Tie stalls 45 sq. ft., 5' x 9' - Box stall 12' x 8' or 10' by 10'	1 cow 75-100 sq. ft.	1 cow 75-100 sq. ft.	1 goat 20-25 sq. ft.	1 pig 48 sq. ft. with exercise yard; 100 sq. ft. without exercise yard	1 sheep 20-25 sq. ft.	1 hen 3-4 sq. ft.	1 broiler 3-4 sq. ft.	1 turkey 6 sq. ft.
Exercise Yard Area /Animal	200 sq. ft.	100-125 sq. ft.	100-125 sq. ft.	50 sq. ft.	200 sq. ft.	50 sq. ft.	10 sq. ft.	—	20 sq. ft.
Pasture Area /Animal	1-2 acres	1-2 acres	1-2 acres	0.2-0.3 acres	12-14 sows/ acre/ rotational pasture	0.2-0.3 acres	—	—	100 sq. ft.
Type of Housing and Boundary Setback	Enclosed ventilated barn or open barn 3-sided barn Setback 50 ft.	Open front 3-sided barn Setback 50 ft.	Open front 3-sided barn, free-stall or enclosed slanchion barn Setback 50 ft.	Enclosed barn with removable side panels or windows Setback 50 ft.	Enclosed barn, huts, shed, hutches or lean-to Setback 50 ft.	Open front 3-sided shed Setback 50 ft.	Enclosed barn Setback 50 ft.	Enclosed barn Setback 50 ft.	Enclosed barn Setback 50 ft.
Fencing	Electric Wooden rail Woven wire	Barbed wire Electric Woven wire	Barbed wire Electric Woven wire	Electric Woven wire	Electric Plank rail	Electric Woven wire	Chicken wire	—	Chicken wire
Family Needs	1 horse per family member	1/2 - 1 beef animal/year; raise 2 animals/yr to provide cont. supply	1-2 cows	2-3 goats	2 pigs per yr.	6 sheep	6 hens	24 broilers	12 turkeys
									6/09

**8.06 Tattoo Parlors (Rev. 7/20/04)**

A. Location Restrictions. Tattoo parlors shall be subject to all regulations, requirements and restrictions for the zone in which the tattoo parlor is permitted and shall be subject to the following distance requirements:

1. No tattoo parlor shall be permitted within 800 feet of another tattoo parlor, and no other tattoo parlor shall be permitted within a building, premise, structure or any other facility that contains another tattoo parlor.
2. No tattoo parlor shall be permitted within 500 feet from the exterior wall of a residential structure existing in a Residential zoning district (designated "R-"); or
3. "Civic" zoning district boundary line (designated "C-").

B. Measure of Distance. The distancing requirements above shall be measured in a straight line, without regard to intervening structures, from the property line of any site above (unless otherwise specified) to the closest exterior wall of the tattoo parlor.

**8.07 Forestry uses**

Forestry uses may include growth and harvesting of forest products, tree nursery, tree farm, orchards, and similar uses, provided that only products grown on the premises are sold.

**8.08 Agriculture and livestock**

A minimum of one acre shall be required to maintain one animal defined as livestock. For each additional such animal, an additional one quarter acre shall be required.

**8.09 Commercial kennel**

The minimum lot size shall be 45,000 square feet, the kennel area shall be completely screened with a suitable wall or fence, and shall be subject to the provisions of Section 6.08 A and B.

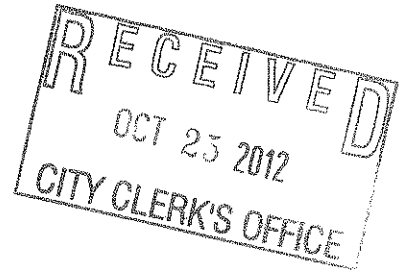
**8.10 Excavation of earth materials**

A. Authority. These regulations governing the excavation of earth materials are adopted in accordance with the provisions of RSA 155-E, Local Regulation Excavations. Pursuant to RSA 155-E, the Planning Board is designated as "regulator" and is authorized to administer and grant conditional use permits in accordance with Article 12, Conditional Use Permits, of this Ordinance.

B. Purposes. These regulations are adopted for the following purposes:

1. To provide reasonable opportunities for the excavation of earth materials;

LMC Towing  
2150 Candia Road  
Manchester, NH 03104



(603) 627-7771

(603) 668-8900

Fax (603) 626-7693

October 25, 2012

City of Manchester  
One City Hall  
Manchester, NH 03101

At nine o'clock, October 24, 2012, myself and seven other towing contractors met with the Manchester Police Department to review the upcoming contract. Respectfully, we would like to request a cost of living increase from the aldermatic board due to the cost of fuel, average of \$4.20 per gallon, and operational expenses. As a whole we have not received a rate increase in eight years. Unfortunately, with such short notice we are unable to provide, in writing, the rates for surrounding police departments. I can assure you that Manchester has the lowest towing rates locally and is the only department that requires their contractors to pay the city back \$5.00 per call dispatched. Along with this \$5.00 fee we are required to tow Police Cruisers and impounded vehicles at no cost to the department. When you factor in these services that are provided without compensation, by year end, adds up considerably. We would also ask that the department not add any new contractors at this time. We, as a group, have been able to handle the work load successfully, professionally and as a team. By adding an additional contractor it would decrease income substantially. In the year 2011, due to an amazingly warm winter, there were no snow removals called by the Highway Department causing a huge lack of revenue in a very tough economy. On behalf of myself and the following seven contractors, we would like to request a rate increase for towing in the upcoming contract with the Manchester Police Department. If further information is required, I would ask that the signing of the contract be extended so that I can provide you with rates and information provided by other Police Departments. The renewal for the upcoming contract is in December. I have attached a signed request for this increase by your current contracted companies.

Respectfully,

Linda M. Cavanaugh  
LMC Towing, LLC



*Requested rate increase*

*Alpha Omega*

*Thany Freeman*

*Auto City*

*\* Attached*

*Eastern Auto Body and Towing*

*EMC Towing, LLC*

*Paul H. Cunningham*

*Mid City Towing*

*Paul H. O'Brien*

*Precision Towing*

*for yr*

*Performance Towing*


*Queen City Towing*

*Queen City Towing*

*Larry Allard*

*Requested rate increase*

*Alpha Omega*



*Auto City*

*Eastern Auto Body and Towing*

*LMC Towing, LLC*

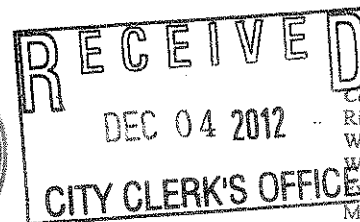
*Mid City Towing*

*Precision Towing*

*Performance Towing*

*Queen City Towing*

Chief of Police  
David J. Mara  
Assistant Chief  
Gary T. Simmons



Commission  
Richard M. Bunker  
Wohltard H. Lett  
William M. Clifford  
Eva Castillo-Turgeon  
Mark E. Roy

**CITY OF MANCHESTER**  
*Police Department*

December 3, 2012

Committee on Administration  
Chairman – Phil Greazzo  
One City Hall Plaza  
Manchester, NH 03101

Re: Towing Contract – increase in vendor charges

Dear Alderman Greazzo and Committee:

You are in receipt of correspondence from Linda Cavanaugh – LMC Towing asking to be heard at the committee level for consideration to raise the towing fees currently listed under ordinance. Linda is acting as representative for the companies currently listed under our tow contract.

It is my understanding that the towing fees have remained at the current level for the past eight years. As referenced in Ms. Cavanaugh's letter the rising cost of fuel and associated operational costs have spurred this requested cost of living increase. Additionally a check of surrounding areas; indicate that tow fees in Manchester are less than those in outlying areas.

The Manchester Police Department would support a reasonable increase and will make ourselves available at the next committee meeting to discuss this tabled item. We are scheduled to sign a new 2 - year contract with the tow companies during the month of December which makes this a suitable time to address any changes before the contract is finalized.

Sincerely,

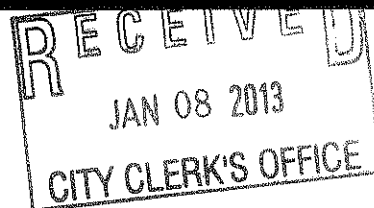
David J. Mara  
Chief of Police

Ralph Miller Public Safety Center  
351 Chestnut Street • Manchester, New Hampshire 03101 • (603) 668-8711 • FAX: (603) 668-8941  
E-mail: [ManchesterPD@manchesternh.gov](mailto:ManchesterPD@manchesternh.gov) • Website: [www.manchesterpd.com](http://www.manchesterpd.com)

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



**Manchester Police  
Department  
Traffic Unit**



# Memo

To: Chief David Mara  
Attn: Capt. Hopkins  
From: Lt. Maureen Tessier  
Re: Tow Rates  
Date: December 24, 2012

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Pursuant to City Ordinance 70.04, and Article 5 of the Manchester City Towing Agreement, fees and administrative charges for city tow companies are as follows:

	<u>Business Hours</u>	<u>After Business Hours</u>
Basic Tow/Accident	\$75.00	\$90.00
Labor in excess of 1 hour	\$50.00/hour	\$50.00/hour
Service Call	\$45.00	\$45.00
Waiting Time	\$35.00/hour after 15 minutes	\$35.00/hour after 15 minutes
Storage	\$30.00/day after 24 hours	\$30.00/day after 24 hours
Gate Fee	None	\$25.00
Accident Cleanup	\$25.00	\$25.00
Snow Emergency Tow	\$110.00 (\$25 fee to City)	
Administrative Fee	\$5.00/tow to City of Manchester	

These rates have not been changed since October 04, 2005, despite significant increase in business costs, i.e. gas, materials, labor, etc.

In a review of tow fees charged in neighboring communities, it would appear that Manchester tow rates are well below the average tow fee charged....about \$125.00/tow.

The City of Concord, allows tow companies to set their own rates, pending approval by the city. Attached is a tow rotation rate sheet provided by Concord PD indicating a rotation tow is charged at \$145.00, as are road service calls. Snow emergency tows cost \$120.00. Storage fees are charged at \$50.00 per day and gate fees at \$75.00. Other fees are detailed on that sheet but clearly these rates, which Concord PD says reflects an average for their City, is well above rates charged in Manchester. Nashua PD also provided a copy of their rate sheet which indicates a regular tow is charged at \$125.00, a snow emergency tow at \$95.00 and storage at \$45.00 per day and \$65.00 per day for vehicles over 10,000 GVW.

Phone surveys of other agencies yielded similarly higher rates. Bedford PD tows are charged at \$125.00 and NHSP tows are charged from \$110-125. Londonderry PD indicates their tows are charged at \$105.00.

It appears that competitive tow rates in surrounding communities are considerably higher than the current \$70.00 tow charged by Manchester Companies. The rates were last adjusted in October 2005 when the average cost of gas was about \$2.90/gallon and they are currently at about \$3.40/gallon. It would appear that a tow rate increase would be appropriate in light of these changing costs and expenses.

Based on rates charged in surrounding communities, it would appear a tow rate increase in Manchester is warranted. We would recommend a regular tow fee be increased to \$110.00 per tow and that additional fees stipulated in the current contract be similarly adjusted to be more competitive with surrounding communities.



John F. Duval  
Chief of Police

City of Concord, New Hampshire  
POLICE DEPARTMENT  
35 Green Street • 03301-4299  
(603) 225-8600  
FAX (603) 228-2703  
www.concordpolice.com

October 3, 2012

City of Concord 2012 - 2013 Towing Rotation Rates

The 2012 - 2013 Towing Rotation Rates will be in effect from November 1, 2012 through October 31, 2013.

If interested in participating in the City of Concord 2012 - 2013 Towing Rotation, complete the following form and return it by fax (225-8519) prior to October 26, 2012. If you have any questions, please feel free to contact Sergeant Michael Pearl at 230-3737.

Rotation Tow (Arrest, Accident, Break Down): \$ 145.00

Road Service (Jump Start, Lockout, Tire Change, Fuel Delivery): \$ 145.00

Accident Clean Up (In Excess of 15 Minutes): (Sweeping,  
Debris Pick Up, Speedy Dry): *(Also included is time to clean equipment used at the scene)* \$ 125.00

Special Equipment Use (Dolly, Motorcycle Tools, Snatch Blocks): \$ 50.00

Waiting Time - Per Half Hour (In Excess of 15 Minutes): \$ 125.00

Gate Fee (After Normal Business Hours Only): \$ 75.00

Storage - Per Day \* \$ 50.00

**Business Hours:**

Monday - Friday: 7:30 AM - 5:00 PM

Saturday: CLOSED

Sunday: CLOSED

\*See Administrative Rule #30 for billing procedure.

Company Name: Patsy's Auto Body & Alignment

Authorized Signature: Brent Heath

"Community Committed"



John F. Duval  
Chief of Police

# City of Concord, New Hampshire

## POLICE DEPARTMENT

35 Green Street • 03301-4299

(603) 225-8600

FAX (603) 228-2703

www.concordpolice.com

October 3, 2012

### City of Concord 2012 - 2013 Winter Snow Emergency Tow Rates

The 2012 - 2013 Winter Parking Ban Towing Rotation rates have been set for the season. These rates will be in effect from November 1, 2012 through October 31, 2013 and will supersede the 2011 - 2012 Winter Parking Ban Towing Rotation rates.

If interested in participating in the City of Concord 2012 – 2013 Winter Snow Emergency Tow Rotation, complete this form and return it by fax (225-8519) prior to October 26, 2012. If you have any questions please feel free to contact Sergeant Michael Pearl at 225-8600.

Winter Parking Ban Tow: \$120.00

After Hours Vehicle Release (Gate Fees): \$60.00

Storage: \$50.00 per day

**Business Hours:**

Monday – Friday: \_\_\_\_\_

Saturday: \_\_\_\_\_

Sunday: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

*“Community Committed”*

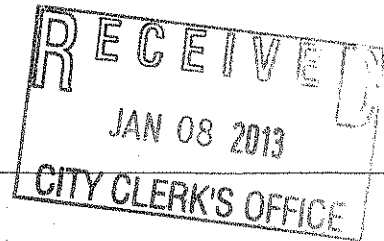
## APPENDIX A

Price Schedule - General Rates\*

A.	Towing - straight pickup (vehicles under 10,000 GVW)	\$125.00
B.	Towing - any abandoned vehicle (under 10,000 GVW)	\$ 95.00
C.	Skate and snatch block use (per occurrence)	\$ 50.00
D.	Winching 1_/	\$125.00
	(hourly basis to be billed by the ½ hour)	
E.	Separating vehicles	\$125.00
	(hourly basis to be billed by the ½ hour)	
F.	Snow tows	\$ 95.00
	(hourly basis to be billed by the ½ hour)	
G.	Waiting time	\$125.00
	(hourly basis to be billed by the ½ hour)	
H.	Sweeping scene and clean up	\$125.00
	(including oil and gasoline collection)	
	(hourly rate billed by the ½ hour)	
I.	Storage rate	\$ 45.00
	The first 24 hours are free. \$45.00 per 24 hour period thereafter. Vehicles not picked up within the first 24 hours will be charged from the first hour.	
	Vehicles over 10,000 GVW	\$ 65.00 per day
J.	Rate schedule for towing trucks weighing 10,001 to 20,000 lbs. Includes winching & recovery billed at ½ hour increments. 1_/*	\$150.00/hour (days)
		\$150.00/hour (nights 2 hour min)
K.	Rate schedule for towing trucks weighing greater than 20,001 lbs. Winching & recovery billed at ½ increments 1_/*	\$175.00/hour (days)
		(night 2 hour min)
		\$250.00/hour (nights 2 hour min)
L.	Motorcycles, prevailing straight pickup rate (A), plus	\$ 40.00
M.	Open business after hours (gate fee)	\$ 40.00
N.	Police vehicles involved in accidents and requiring tows shall be charged at current City rates.	

\* Preparation for vehicle tows greater than 10,000 pounds GVW, such as releasing air brakes, running air lines, removing bumpers, driveshafts & axles and whatever is necessary for a safe, professional tow will be charged at the hourly rates above.





Manchester Police Department  
Tow Agreement

**City of Manchester**  
**Police Department**



**2012-2014**  
**Towing Agreement**

**City of Manchester, New Hampshire**  
**Proposed Articles of Agreement**  
**For the Towing of Motor Vehicles**

This agreement made the 14<sup>th</sup> of December 2012 by and between the City of Manchester, a body corporate and politic by and through its Police Department with an address of 351 Chestnut Street, Manchester New Hampshire hereinafter referred to "City" and ----- hereinafter referred to as the "Contractor".

**Article 1-Purpose of the Agreement**

The purpose of this agreement is to enter into a two (2) year non-exclusive agreement with a term commencing on December 14, 2012 and ending on December 14, 2014 for the towing of vehicles, at the request of the City. The City shall be the sole determinant in the award of the contract to the Contractors that meet all the minimum evaluation criteria. The City estimates 4000 tows per year. The Volunteer Independent Contractors shall maintain itemized records of all tows and storage fees charged under this contract. Members of the Manchester Police Department Traffic Division may inspect those records at any time. All administrative fees (five dollars per vehicle, see the section Snow Emergency for those specific fees) due to the City under this contract shall be rendered within 20 calendar days of the date of billing by the City. Failure of the contractor to pay the administrative fees by the 20<sup>th</sup> calendar day will result in the immediate suspension of the contractor from this agreement. Once payment is made, contract performance may be resumed. A second failure to pay will result in the termination of the contract. Services are to be provided on a twenty four (24) hour basis 365 days a year.

**Article 2- Scope of Services**

- A). The contractor shall supply all labor, materials and equipment to remove any motor vehicle, so ordered towed, from the City streets to a storage place. The contractor shall have a place of business within the City of Manchester. The City shall also be provided with the names and address of all sons or entities that have ownership or equity interest in the Contractor. The City at its sole discretion may waive this requirement.

The place of business for the towing service shall include a posted enclosed impound area within the City. Such impound area must be completely enclosed by such a design that a person would reasonably believe that entering into the enclosed area would constitute trespassing. Such lots shall have the capacity for 20 vehicles. The lot shall be posted in accordance with NH RSA 635:4 and signage consistent with RSA 635:4.

- B). All services are to be performed in a safe manner and shall conform to Federal State and Local laws.
- C). The agreement may be terminated at any time, if in the sole opinion of the City, the Contractor has failed to fulfill its responsibilities as expressed in this agreement.

Failure to fulfill responsibilities includes, but is not limited to the following:

- 1). Refusal of the contractor to accept a tow assignment. A Contractor shall not pass on a request for a tow. More than 3 passes in a sixty (60) day period may result in the Contractor being suspended or terminated from this agreement.
  - 2). Failure to appear at the location of a tow within 20 minutes between the hours of 9:00 AM to 5:00 PM (business hours) and 30 minutes between the hours of 5:01 PM and 8:59 AM (after hours). The City reserves the right to suspend or terminate the Contractor from this agreement for a failure to timely respond on three (3) or more occasions in any 30 day period. All requests for tow services will be on a rotating basis.
  - 3). Inability of the City Police dispatcher to establish phone contact with the contractor due to the phone not being manned.
  - 4). Failure to provide the number of tow vehicles as stated in the section dealing with Snow Emergency.
  - 5). The contractor engaging in a pattern of rude and/or disrespectful conduct to police department employees and persons, including persons reclaiming towed vehicles, interacting with the contractor or their employees.
  - 6). It is further agreed that this Agreement may be terminated if in the opinion of the City, there is reasonable or probable cause to believe that the Contractor, their agents or employees, have committed a criminal offense in the conduct of their towing operations or arising from and activity reasonably related thereto.
  - 7). The Contractor shall not assign, sublet or subcontract or otherwise transfer in any manner any portion of its rights or responsibilities under this agreement. Nor shall the Contractor sell or transfer any of its rights or responsibilities under this contract.
  - 8). The award of this Agreement is for the named entity and is not transferable, or subject to reassignment or resale.
  - 9). The contractor shall record the name, date of birth, address and phone number of any and all persons retrieving a vehicle that was towed or impounded by the Manchester Police Department; said record shall be available for display to any Manchester Police Department Officer upon request.
- D) The Contractor recognizes that the City maintains the right to tow a vehicle out of rotation due to known delays in response or for other reasonable police needs. Further, the City reserves the right to call for services from companies on or off the "list" if special circumstances require.
- E) Collection of all tow fees or debts is the sole responsibility of the Contractor.
- F) In determining which tow companies will provide services as Contractor, a tow companies experience, availability, honesty, and past working relationships with

the City will be taken into consideration. To protect the interests of the Citizens of Manchester, the City reserves the right to initiate, conduct or follow-up through investigative practice, the backgrounds of Contractors and or their employees. Some of those investigative checks may included but not strictly limited to:

- 1) Criminal Record Check
  - 2) Personal reference review
  - 3) Financial reference review
  - 4) Attorney General's Office of Consumer Protection
  - 5) Any other Law Enforcement agency
  - 6) Any other public or private agency
- G) In the event an investigative process is undertaken and the results determine a Contractor or employee of same to be involved in serious criminal conduct or issues of moral turpitude then the Chief of Police or his designee shall review and take whatever action he/she deems appropriate. Those actions or reviews will be based on a case by case basis and shall not be subject to the appeals process.
- H) The City reserves the right to determine the number of Agreements awarded to Contractors. It is further recognized that only those interested tow companies that attend the mandatory pre-agreement meeting on October 24, 2012 will be eligible to participate as a party hereto during the two year agreement.
- I) The Contractor shall maintain and keep a current City of Manchester Business License that is governed by any and all applicable Ordinances of the City of Manchester.
- J) The principal Contractor storage lot must be staffed and open, Monday through Friday during the hours of 0900-1700hrs.
- K) Between the hours 5:01 PM and 8:59 AM, the Contractor will respond within sixty (60) minutes to a closed storage lot or as scheduled with a consumer.
- L) A person shall answer calls to the Contractor from the City. Voice mail, answering machines and/or similar devices or technology is not permitted.
- M) Upon acceptance and execution of this agreement and every six (6) months thereafter the Contractor shall:
- 1) Provide the City, through its Police Traffic Division, a list of its wrecker operators, their qualifications, and a photocopy of their New Hampshire Drivers License.
  - 2) The qualifications of any new operator shall be provided to the City, through its Police Traffic Division, within 10 days of employment by said Contractor.
  - 3) Any wrecker operator who operates a wrecker with a Gross Vehicle Weight (GVW) over 10,000lbs, shall provide a photocopy of their Medical Certificate, to the City through the Police Department Traffic Division.

- 4) Notify the City if any of its agents, servants, or employees, including tow truck drivers is charged with or convicted of any crime or motor vehicle violation.
- N) Contractor wreckers shall display lettering on both sides of the vehicle that indicates the name of the Contractor and wrecker service, the city and state in which the vehicle is usually based, and the business telephone number. Said lettering shall contrast sharply in color with the background and be a minimum two (2) inches in height.
- O) The City through the Manchester Police Department shall schedule periodic meetings, with attendance of the Contractor or his designee mandatory. Failure to attend, may in the sole discretion of the Chief of the Manchester Police Department, result in the suspension of this agreement.
- P) Contractors shall possess minimum two wreckers, one of which must be a flatbed type and each wrecker having manufacturers GVW of 10,000lbs, with dual wheels and a four-ton minimum "winching" capacity. Wrecker shall have the same meaning as RSA 259:126.

**Mandatory Wrecker Equipment**

- 1) Dolly wheels (with the tire being of legal tread depth), snatch blocks, chains, nylon tow straps. This equipment shall not apply if the Contractor runs only "flatbed style" wreckers
  - 2) Broom, shovel, tarpaulin, containers to place debris into, and other such materials necessary to safely tow vehicles and fulfill requirements of this agreement
  - 3) A sufficient quantity of material to contain and collect spills at an accident or tow scene. The Contractor shall be responsible for all cleanup and disposal of such materials.  
(Contractors may dispose of "Speedy-Dry" at the City of Manchester Drop-off facility). There will be no charge for this drop off of material.
  - 4) In the event of a spill requiring larger than normal amounts of sand or "Speedy-Dry" to be utilized at the scene, the Contractor shall sweep the material to the side of the roadway and the investigating police officer may, in his sole discretion notify the City of Manchester Highway Department to respond and remove the material.  
That decision rests solely with the investigating officer.
  - 5) Equipment to be used by the Contractor in the performance of this agreement may be inspected at any time by any member of the Manchester Police Department to insure compliance with the specifications of this agreement and state law. The Manchester Police department may utilize a New Hampshire State Trooper, or a State Highway Enforcement Officer to assist in the inspection of any wrecker at any time throughout the agreement period.
- Q) No debris shall ever be placed into a towed vehicle.

- R) Contractors shall transport vehicles to a body shop specified by an owner/operator in Manchester or a contiguous town.
- S) Pursuant to State Law, Contractors will notify the Manchester Police Department as soon as practical when non-agreement tows are conducted. Additionally, the Contractor shall notify the Manchester Police Department within 48 hours of a tow in which any vehicle has been impounded. The Contractor shall also notify the owner of and such vehicle which the Contractor has towed pursuant to this agreement, when said vehicle has been on the Contractors tow lot in excess of 72 hours from the time it was initially towed.
- T) The Contractor may exercise any lien it may have on a towed vehicle pursuant to New Hampshire State law except that:
  - The Contractor shall release to the owner/operator of any towed vehicle all necessary personal property not customarily sold with and/or permanently attached to the vehicle. This shall be without regard to any lien, which the Contractor may have upon said vehicle pursuant to New Hampshire State law.
- U) A schedule of rates shall be printed and those rates will be prominently displayed and affixed to the business office and tow lots of the Contractor

### **Article 3- Appeal of Suspension or Termination**

Any failure to observe or perform any of the terms of this agreement may result in suspension or termination of the Contractor from this agreement.

The City of Manchester shall give notice to the Contractor stating at a minimum, the action being taken, and detailed reasons for the suspension or termination. Upon receipt of a notice of suspension or termination the Contractor shall, upon request, be allowed to view all materials in the possession of the Police Department, relating to the reasons for the suspension or termination.

- 1) The Contractor shall have the right to appeal a suspension or termination to the Chief of the Manchester Police Department. The appeal shall be in writing and filed with the Chief of Police within 10 days from the date of the notice provided pursuant to paragraph 1 of this article. The appeal shall fully state all of the grounds for the appeal.
- 2) The Chief of Police or his designee shall be the hearing officer and shall set a date for a hearing on the appeal and notify the Contractor of same. The hearing shall be held as soon as possible upon receipt of the appeal. A written decision shall be provided to the Contractor within a reasonable time.
- 3) In the case of termination or suspension of a Contractor from this agreement the Contractor waives any and all claims for damages.
- 4) The City may in its sole discretion waive any of these administrative requirements when it deems such waiver to be in the best interest of the City.

#### Article 4- Requests for City Tow Services

The Contractor agrees to tow, at no cost to the City of Manchester, the Manchester Police Department or the vehicle owner:

1. Any vehicle belonging to the Manchester Police Department
2. Any auto, van, or pickup, excluding heavy machinery, owned by the City of Manchester, not to exceed five vehicles per year per Contractor.
3. Any vehicle impounded by the Manchester Police Department for investigative purposes. That shall include to and/or from the Manchester Police Station. The Contractor agrees to store any vehicle, which may be impounded by the Manchester Police Department at no cost to the owner, the Police Department, nor the City of Manchester. The Contractor may charge storage fees after the passage of twenty-four (24) hours from written notification to the Contractor from the Police Department that the vehicle is no longer impounded.
4. Any contractor that tows an impounded vehicle at no cost to the owner shall be placed on top of the towing rotation. The City in its sole discretion may waive this requirement pending extenuating circumstances.

#### Article 5- Fees and Administrative Charges

The Contractor shall not charge in excess of the following fees and administrative charges:

Fees	Business Hours (0900-1700hrs)	After Business Hours (1701-0859hrs)
Basic Tow/Accident	\$75.00	\$90.00
Labor in excess 1 hour	\$50.00 per hour	\$50.00 per hour
Service call	\$45.00	\$45.00
Waiting time	\$35.00 p/hour In excess of 15 minutes	\$35.00 p/hour In excess of 15 minutes
Storage	First 24 hours free \$30.00 per 24 hour period thereafter	
Gate fee	None	\$25.00
Accident cleanup	\$25.00	\$25.00

Snow Emergency Tow	\$110.00 with \$25.00 of that fee to the City of Manchester
Administrative Fee	\$5.00 per vehicle to the City of Manchester

#### Article 6- Snow Emergencies

The City of Manchester Highway Department declares Snow Emergencies. The Manchester Police Department with and through its Volunteer Independent Contractors assist that agency in removal of vehicles to allow the Highway Department to perform snow removals.

- A) The Contractor will be responsible for hiring two persons to staff facilities at the two City Impound Lots. The lot is located at the Derryfield Park. The Manchester Police Department must approve those employees.
- B) One person will be assigned to the respective Impound Lot dispatching wreckers to the authorized tow locations. Additionally, that person will keep a detailed log, to include where the unit was towed from and which contractor towed it. Manchester Police Department approved forms shall be utilized. The other person assigned to the respective Impound Lot will assist with payment and release of said vehicles from those lots. Wrecker operators will not do currency exchanges. Manchester Police Officers will not take part in currency exchange.
- C) The Manchester Police Department will assign one officer to each respective lot to preserve the peace and enforce applicable laws.
- D) Contractors to provide, at their cost, portable shelter, lighting, and generator at the respective lot during Impound operations. The Contractor is responsible for delivery, setup, and removal of those items prior to and upon completion of the operation.
- E) Contractors to provide communications equipment to facilitate assignment and movement of wreckers throughout the operation.
- F) City of Manchester Snow Emergency Tow Slips will be utilized, the contractors initials printed on the slip. Each slip is to be a three part form. All writing shall be clearly readable. The wrecker operator shall document all visible damage to the vehicle being towed, on the tow slip.
- G) Wreckers will be dispatched to the locations as requested by Manchester Police Officers. Upon direction by the officer, those wrecker operators will tow only those vehicles identified by the Police Officer.
- H) The Contractor shall release to the owner/operator of any towed vehicle, any or all personal property contained within but not attached to such vehicle upon request by the owner.
- I) The respective Impound Lot will remain open for twenty-four (24) starting at the time of the first tow.
- J) The Manchester Police Department Officer in charge of the Snow Removal operation may allow for an early closing of the respective lot.



- K) At the conclusion of the operation or upon closing of the Impound Lot, the Contractor shall immediately tow to the Contractors lot, any remaining vehicles. Those vehicles so affected shall accrue an additional \$25.00 tow fee. There shall be no \$25.00 fee if the vehicle was removed prior to 24 hours at that lot.
- L) No vehicles will be released from the Impound Lot without payment of the Snow Emergency fee of \$110.00 unless first having received permission from the Police Department Snow Emergency Commander or the station Officer in Charge.
- M) The Contractor shall provide two (2) wreckers for the first snow emergency operation. The officer in charge of that operation will decide if more or fewer wreckers are needed during an event.
- N) The Contractor shall provide one (1) wrecker for each subsequent snow emergency operation. The officer in charge of the that operation will decide if more or fewer wreckers are needed during an event.
- O) No vehicle will be towed from the following area without first checking with the Station Officer in Charge at the Manchester Police Department: Manchester Street between Chestnut and Pine Street, Pine Street from Merrimack to Hanover, Chestnut Street from Manchester to Merrimack Street, the parking lot referred to as the "Pine Street Lot" and the parking lot referred to as the "South Lot".
- P) The requirements to recover a vehicle towed during a snow emergency are:
  - 1) Proof of Ownership
  - 2) payment of the \$110.00 fee
  - 3) Cash is the only allowable transaction
- Q) A \$25.00 administrative fee to the City of Manchester will be taken from the \$110.00 fee.
- R) The Contractor LMC will not participate in snow emergency procedures in recognition of their towing, storing, and disposing of abandoned vehicles.

#### **Article 7-Insurance related issues**

Insurance certificates as detailed below shall be furnished to the City prior to this agreement being finalized and the Contractor agrees to maintain insurance as prescribed below in full force and effect during the entire term of this agreement.

- A) Comprehensive General Liability Insurance- written on occurrence form, including completed operations, coverage, personal injury liability coverage, broad form property damage liability coverage, and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability on such insurance shall be \$1,000,000.00 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability: \$1,000,000.00 annual aggregate personal injury liability.
- B) Auto liability insurance for owned, non-owned, and hired vehicle. The minimum limit if liability carried on such insurance shall be \$1,000,000.00 each accident, combined single limit for bodily injury and property damage.
- C) Worker's Compensation insurance whether or not required by the New Hampshire RSA, 1995, as amended with the statutory coverage including employers liability insurance with limits of liability of at least \$1,000,000.00 each employee and \$500,000 per policy year.

- D) Any and all deductible on the above described insurance policies shall be assumed by and for the account of, and at the sole risk of the Contractor.
- E) Insurance companies utilized must be admitted to do business in New Hampshire or be on the Insurance Commissioners list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.
- F) Contractor agrees to furnish certificates of the above mentioned insurance to the City on the date of the agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to the comprehensive general liability and auto liability insurance, name the City and the Manchester Police Department as an additional insured and, with respect to all policies shall state that in the event of cancellation or material change, written notice shall be given to the City, Office of Risk Management, 1 City Hall Plaza, Manchester, N.H. 03101, and the Manchester Police Department at least 30 days in advance of such cancellation or change.
- G) The purchase of insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of the Contractors indemnification responsibilities to the City or the Manchester Police Department.
- H) The Contractor agrees to be solely responsible for the payment of its employee's unemployment, social security, and other payroll taxes including contributions from them when required by law.
- I) Contractor hereby agrees to protect, defend, indemnify, and hold the City, and its employees, agents, officers, and servants free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including but not limited to, the amounts of judgements, penalties, interests, court costs, legal fees and all other expenses including claims, liens, debts, personal injuries to property, including property of the City, and without limitation by or in any way incident to, in conjunction with or arising directly or indirectly out of the Volunteer Independent Contractor Agreement. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits, at the sole expense of the Contractor. Contractor also agrees to bear all costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against the Contractor or the City or to enlarge in anyway the Contractors liability but is intended to solely provide for injuries to third persons or property arising from the Contractors performance hereunder.

## **Manchester Police Department Tow Agreement**

In witness whereof the parties hereto have signed this original and two (2) duplicate copies all as of this 14<sup>th</sup> of December, 2012.

By \_\_\_\_\_  
David J. Mara  
Chief of Police  
Manchester Police Department

And

By \_\_\_\_\_  
Name  
Tow Company